The Solicitors Journal.

LONDON, NOVEMBER 7, 1885.

CURRENT TOPICS.

It is understood that the report of the Chancery Chambers Committee is in the hands of the judges, but it is not intended that it should be published at present.

Some of the recommendations of the report can be carried out by rules of court, but others would require an Act of Parliament. We believe that there is some idea of instituting a similar inquiry with regard to the chambers of the Queen's Bench Division, and of subsequently dealing with the whole question of business in chambers.

At the present time all the judges of the Chancery Division are devoting themselves to the hearing of witness actions, and it is probable that the number of these actions heard during the present sittings will exceed the number disposed of during any recent sittings.

The following arrangements have been made with regard to the business of the Queen's Bench Division:—Actions without juries will be taken until further notice. Special jury actions will be taken on Monday next and until further notice. Common jury actions will not be taken, after this week, until Monday, the 23rd of November.

Many applications having already been made during the present sittings to Mr. Justice North for the postponement of causes in which Queen's Counsel and barristers who are standing for constituencies are engaged, his lordship remarked, in a case of *Willis* v. *Duncan*, on Saturday, that he should direct all postponed cases to go to the bottom of the list, as otherwise solicitors would be unable to form any idea as to what causes would be in the paper on any particular day.

Of the three more important registration cases as yet decided, in one, *Foskett* v. *Kauffman*, the court suggested a further appeal, in another, the shopmen's cases, they refused it, and in the undergraduate's case no leave to appeal was asked for. The power to appeal from the High Court to the Court of Appeal in registration cases is given by section 14 of the Judicature Act, 1881. By this section "the jurisdiction of the High Court to decide questions of law" on registration appeals "shall, henceforth, be final and conclusive, unless in any case it shall seem fit to the said High Court to give special leave to appeal therefrom to her Majesty's Court of Appeal, whose decision in such case shall be final and conclusive." This section assumes that appeal lay before the Act, and we believe that it did, by virtue of section 45 of the Judicature Act, 1873 (see *Crush* v. *Turner*, L. R. 3 Ex. D. 303), but we can find no instance of such appeal being taken between 1875 and 1881. However this may be, it is perfectly clear that to grant or withhold the further appeal is a matter within the absolute discretion of the High Court. In *Foskett* v. *Kauffman*, the court, in granting leave, appear to have been influenced by the fact that they differed in opinion; and in another case leave was refused on the ground that the question involved could not recur in a future year. We think that the refusal to allow an appeal in the shopmen's cases is to be regretted. In the celebrated case of *Bradley* v. *Baylis* (L. R. 8 Q. B. D. 195, 210), which involved the discussion of the distinction between the inhabitant householder and lodger, in the first instance the court refused leave to appeal, but afterwards granted it, and, on appeal, their decision was reversed. It may be very proper to refuse leave to appeal in cases of trifling moment, but this decision involves, probably, thousands of votes. It is not like a mere question of revision procedure. In a case of this sort the only justification, as it seems to us, for refusing leave to appeal is the absolute clearness of the case.

Contrary to the view which we had ventured to express, the Queen's Bench Division have decided that the *employés* who are lodged in a house provided by the employer, where such employer does not himself reside in the house, are entitled to the franchise as inhabitant householders. Notwithstanding the refusal of the court of leave to appeal, we cannot help thinking that this case was one which, to put the matter at the lowest, really admitted of considerable doubt. At any rate, if we mistake not, the late Attorney-General, Sir Henry James, in a speech made by him, appeared to indorse the contention that it was never intended by the Legislature to embrace this class of cases in the service franchise, as practically and substantially it would involve the question of manhood suffrage. We have before stated at length the reasons for the opinion we ventured to express, and do not propose to repeat them. Notwithstanding the judgment of the Queen's Bench Division, we cannot say we are satisfied that the reasons upon which we relied do not preponderate. We admitted that it was difficult to predict with certainty the result where Acts of Parliament play with the meaning of words, as has been done in relation to the franchise. We cannot help thinking that hardly sufficient weight was given by the court to the words "separately occupied as a dwelling." It appears to follow from their decision that "dwelling" means merely "sleeping." The argument derived from the control and right of interference retained by the employer over the room was answered by the court by pointing out that the same right of control and interference would exist in cases clearly within the Act as interpreted by the instructions in the schedule—*e.g.*, in the case of the butler occupying rooms over a detached building, such as a laundry. This mode of legislation by way of instructions contained in a schedule interpreting the Act is most mischievous and anomalous; but we must admit that as matters stand there is some considerable force in the argument derived from these instructions. We think, however, that the instructions in the case of the butler might have been construed as intended to apply to butlers occupying rooms after the manner of a separate dwelling-house, as in the case of a married man with a family. It does seem to us grossly absurd that a domestic servant, merely because he has a bed-room over an outbuilding, instead of in the house, should be treated as an inhabitant householder. It seems to us that the decision in this case renders still more absurd and undefinable the distinction between a lodger and a householder.

The case of *Foskett* v. *Kauffman*, which came before the High Court on Tuesday last, and before the Court of Appeal on the Thursday following, raised the most important practical point in registration law which has arisen during the present sittings. The question was, whether the description of the nature of qualification of a voter who had occupied two houses in succession was such as might be amended, although it had been stated in the overseers' list as "dwelling-house" only (instead of "dwelling-houses in succession"), the house secondly occupied only (instead of both houses) being stated in another column of the list as the

qualifying property. The voter, not having occupied the secondly occupied house for a sufficient period, derived his qualification, in fact, from section 26 of the Representation of the People Act, 1867, which provides that different premises occupied in immediate succession shall have the same effect as a continued occupation of the same premises, and the only question was whether the qualification improperly described in the overseers' list could be amended by the revising barrister. The High Court decided that it could not, following the dissentient judgment of Lord COLERIDGE in *Ford* v. *Hoar* (L. R. 14 Q. B. D. 507), and following also *Porrett* v. *Lord* (28 W. R. 393, L. R. 5 C. P. D. 66) and *Bartlett* v. *Gibbs* (5 M. & Gr. 81), the two former cases being decided upon section 28 of the Registration Act, 1878, and the latter upon the repealed section 40 of the Registration Act, 1843, which is *in pari materiâ*. The question appears to turn upon the construction of section 28 of the Act of 1878. By sub-section 1, the revising barrister "*shall correct* any mistake which is proved to him to have been made in any list"; by sub-section 12, "where the matter stated in a list, or proved to the revising barrister, is, in the judgment of the revising barrister, insufficient in law to constitute a qualification of the nature or description stated, but sufficient in law to constitute a qualification of some other nature or description, the revising barrister, if the name is entered in a list for which such true qualification in law is appropriate, *shall* correct such entry by inserting such qualification accordingly;" and, by sub-section 13, "except as herein provided, no evidence shall be given of any other qualification than that which is described in the list, . . . nor shall the revising barrister be at liberty to change the description of the qualification as it appears in the list, except for the purpose of more clearly and accurately defining the same." Quite apart from authority, we should be inclined to think that the required power of amendment is given by these sub-sections. The 1st sub-section clearly directs the amendment to be made, the 12th sub-section is to the same effect with greater particularity, and the 13th sub-section, by the words, "except as herein provided," might be thought to avoid the conflict which would otherwise subsist between the 12th and 13th sub-sections. The Court of Appeal, however, has held that these words refer only to the provisions of section 24 of the Act of 1878, whereby a person wrongly described may obtain an amendment by sending in a "declaration of misdescription," and inasmuch as in the case before them no such declaration had been sent in, the court decided against the claim.

THE RECENT London School Board elections have given rise to quite a crop of applications under section 20 of the Municipal Elections (Corrupt Practices) Act, 1884, for exoneration in respect of illegal practices. In each case the illegal practice was holding meetings at clubs where intoxicating liquors were supplied to the members, which is prohibited by section 16 of the Act; and the cause of the error appears to have been the notion that, although section 36 applies the provisions of the Act to school board elections, sub-section (*f*) of that section frees candidates at such elections from the prohibition of section 16. It does so, of course, only as regards meetings held "on any licensed or other premises *not situate in an urban sanitary district or in the metropolis*," the reason for the provision, no doubt, being that, in country districts, it would be difficult to find rooms for meetings except at inns. The main interest of the recent applications lies in the practice adopted by the court in relation to them, as bearing on the applications with regard to parliamentary elections which are likely to be shortly made under the similar provisions of section 23 of the Corrupt Practices Act, 1883. The main question of doubt arising on this last-mentioned section has been as to the manner in which notice of the application should be given. The section provides that the notice shall be such "as to the court seems fit." In the recent cases, notice of the application had been advertised in the local papers, and, in one case (*Ex parte Phillips*), it appears that the court required copies of the affidavits to be served on all the other candidates and on the returning officer. It would seem that any candidate or elector can appear to oppose the granting of the relief, but in the above-mentioned case the court seem to have considered that he can only oppose the application on the ground that the act or omission did not arise from inadvertence or that there was some want of good faith. We should have supposed that the words of the section, "and, under the circumstances, it seems to the court to be just" to give relief, opened a wider door for objections. It seems probable that, in all cases in which a petition is threatened, the court will adjourn the application, and, if a petition is actually presented, will refer the application to the election court.

THE AMERICAN legal journals report a decision of the Nebraska Supreme Court in a case of *Bohanan* v. *State*, which illustrates rather grimly one consequence which may ensue to prisoners from the allowance of an appeal and new trial in criminal cases. According to the law of Nebraska there are degrees in the crime of murder. BOHANAN was tried for murder in the first degree, but was found guilty only of murder in the second degree, and was sentenced to imprisonment for life. He appealed, and the Supreme Court ordered a new trial; but, on the second trial, the jury found him guilty of murder in the first degree, and he was sentenced to death. The question was then raised whether the verdict of the jury on the first trial was a bar to a conviction for the higher crime on the second trial. It was decided that it was not, and that the effect of the order granting a new trial was to set aside the former verdict, and to leave the case for re-trial on the same issues as at the first trial. This is a very literal instance of the engineer hoist on his own petard.

PAYMENT OF DEPOSIT BY CHEQUE ON SALE BY FIDUCIARY VENDOR.

THE judgment of the Court of Appeal in *Farrer* v. *Lacy, Hartland, & Co.* (reported in another column) has not only prevented a fresh fetter from being added to the restrictions already imposed on the fiduciary vendor, but seems to indicate a disposition on the part of that court to reverse the tendency of the recent decisions which have occasioned so much embarrassment.

The question arose with reference to the mode of payment of the deposit to the auctioneer on a sale by a fiduciary vendor. We need hardly remind our readers that, although the auctioneer is stakeholder for both parties, the loss of the deposit through his insolvency as a general rule falls on the vendor; but it was held in *Edmonds* v. *Peake* (7 Beav. 239) that fiduciary vendors who had allowed an auctioneer to receive the deposit, which he failed to pay over on the completion of the purchase or subsequently, were not personally liable to the beneficiaries for the loss, it being shown that the auctioneer was in good credit at the time of the sale, that he was not, at the completion of the sale or afterwards, in circumstances to pay the money due from him, and that the vendors had, as the Master of the Rolls held, "after the completion of the contract, taken all the pains they could" to recover the money. No question seems to have been raised in the recent case as to the propriety of a fiduciary vendor's permitting payment of the deposit to be made to the auctioneer; the question was as to the mode in which payment of the deposit should be received by the auctioneer. On a sale by auction by a mortgagee under his power, the auctioneer had taken payment of the deposit by cheque, the purchaser stating that he purchased as agent for a Mr. Elliott. The cheque was presented for payment next morning, but payment was refused by the bank, on the ground that the cheque had been stopped. Elliott repudiated the purchase, and it subsequently appeared that the purchaser was a man of straw, and had no authority to buy as agent for Elliott. The sale was consequently abortive, and the question arose whether the mortgagee ought to be allowed to add the costs of the sale to his security. The defendants contended that the mortgagee, in allowing the cheque to be accepted in payment of the deposit, had been guilty of negligence in the conduct of the sale.

The evidence adduced by the plaintiff was considered by Mr. Justice North to show it "to be the universal practice . . . of everybody selling houses or land to receive the deposit by cheque." And very little consideration is needed to show why this should be so. The amount of money needed for payment of the deposit, or whether any money will be needed at all, cannot be known before the sale, and few purchasers would care to go into a crowded auction-room carrying in their pocket bank-notes for £1,000, the amount of the deposit in the recent case. If the rule

sought to be established had been laid down, the result would have been to deter prudent people from attending auction sales by trustees or mortgagees; and, in London, at all events, it would have been necessary to state in the advertisements or particulars of such sales that the deposit must be paid in cash, for, unless this were done, no bidder would come prepared with the money.

But the plaintiff further contended that, even if a fiduciary vendor is justified in taking payment of the deposit by cheque, he is bound to obtain references from the purchaser before accepting the cheque. Here, again, the impracticability of the suggestion is at once apparent. References are no use until they have been inquired into and approved; and the result of the adoption of this doctrine would have been that the sale must be held in suspense until the necessary inquiries had been made. The evidence adduced for the plaintiff showed (see L. R. 25 Ch. D. 639) "that it was, and for upwards of forty years had been, the invariable practice of auctioneers in sales of estates and other properties of large value to accept the purchaser's cheque for the deposit, whether he was known to them or not, without any inquiry as to his stability or *bona fides*." On neither point was the evidence adduced for the plaintiffs contradicted; indeed, in the court below, it seems to have been admitted by counsel for one of the defendants that the evidence proved the practice of auctioneers. His contention apparently came to this, that, although prudent men always take payment of the deposit by cheque, without inquiring as to the stability of the purchaser, yet a fiduciary vendor is not justified in doing so. That means, of course, that a fiduciary vendor is not merely bound to act in the sale as any prudent man would act, but that he is an insurer of his beneficiaries against loss. Never, probably, has this notion, to which recent cases have lent so much countenance, been so broadly asserted.

The judgment of the Court of Appeal is of special interest in its bearing on this strange doctrine. The court are reported not merely to have held that a fiduciary vendor is justified in adopting the general practice of allowing the auctioneer to receive payment of the deposit by cheque, but to have intimated a doubt whether a fiduciary vendor on a sale by auction is even bound to require a deposit to be paid. Considering that no prudent vendor would think of selling by auction without requiring payment of a deposit, the expression of this doubt indicates a swing of the judicial pendulum in the opposite direction to that which it has lately taken.

The case settles the rule that a fiduciary vendor on a sale by auction may safely allow the auctioneer to receive payment of the deposit by cheque, and in *Edmonds* v. *Peake*, above referred to, it was not even questioned that such a vendor was justified in leaving the deposit in the hands of the auctioneer until the completion of the purchase. So far as regards payment of deposit to an auctioneer, therefore, there is no difficulty in the way of fiduciary vendors. But the question arises whether, having regard to recent decisions, it is safe for a fiduciary vendor to allow a deposit to be received by his solicitor, according to the practice in country sales. The solicitor is not a stakeholder for both parties, like the auctioneer, but is, generally speaking, an agent for the vendor (*Edgell* v. *Day*, 14 W. R. 87, L. R. 1 C. P. 80), and a fiduciary vendor, as a general rule, is not justified in appointing an agent to receive money. Would the payment of the deposit to the solicitor be considered as a case in which, according to the ordinary course of business, it is necessary for trustees to employ an agent having power to receive money, so as to bring the case within *Speight* v. *Gaunt* (31 W. R. 401, L. R. 22 Ch. D. 727); or a case in which "it is essential to employ a solicitor," so as to bring it within the exception contemplated in *In re Bellamy* (31 W. R. 900)? It seems almost absurd to raise the question, but we are not certain about the answer which some of the judges would give to it.

Vice-Chancellor Bacon was prevented from sitting on Thursday last by a cold, but we are glad to learn that his indisposition is only slight.

The committee of the Building Societies' Association, desirous of eliciting information upon the registration of titles, are offering a prize of twenty guineas for the best essay on the subject. Lord Hobhouse, Mr. Horace Davey, Q.C., M.P., and Mr. Edward F. Turner, solicitor, have consented to act as adjudicators.

THE TAX ON BODIES CORPORATE AND UNINCORPORATE.

In our last week's issue we referred briefly to the duty imposed by the Customs and Inland Revenue Act of this year on the property of bodies corporate and unincorporate, and we pointed out that there is some doubt as to what bodies are affected by the Act. As every body chargeable with the duty, and every accountable officer of any such body, is bound, under a heavy penalty, and without any special request, to deliver to the Inland Revenue Commissioners, on or before the first day of next month, a return of all property in respect of which duty is payable, the subject seems to deserve some more extended notice, and we propose to-day to consider the question what bodies are chargeable.

With regard to bodies corporate, the only question likely to be raised is whether they come under some one or more of the exemptions to be hereafter referred to: subject to these exemptions, every corporation, sole or aggregate, seems to be chargeable with the duty. But the term, "body unincorporate" (an antithetical expression which must surely be traceable to Mr. Childers' reminiscences of some Greek chorus), is new in English law and of somewhat doubtful intention. Fortunately, the Act itself supplies an interpretation. Section 12 declares that "the term, 'body unincorporate,' includes every unincorporated company, fellowship, society, association, and trustee, or number of trustees, to or in whom respectively any real or personal property shall belong in such manner, or be vested upon such permanent trusts, that the same shall not be liable to legacy or succession duty." The old Income Tax Act (5 & 6 Vict. c. 35, s. 4) imposed the duty on "bodies politic, corporate or collegiate, companies, fraternities, fellowships, or societies of persons, whether corporate or not corporate"—words which do not appear to have been considered by the courts. The terms in the present Act cover nearly the same ground, but with the addition of the reference to a "trustee or number of trustees." Obviously, these additional words cannot be intended to impose a duty on the descent of the trust estate where the beneficial ownership is subject either to succession duty on devolution or to the new "immortality tax"; and it is probably only aimed at cases where the beneficiaries are a floating body, having no common action or centre, or otherwise difficult to ascertain. The remaining words are adapted to cover almost every collection of persons acting together and together interested in property; and it would seem that clubs, social and political, law societies, local parliaments, cricket clubs, athletic clubs, and all other institutions possessed of houses, pavilions, ground, or other property, real or personal, and not included in the list of exemptions, are chargeable with the duty. It is true that any body may claim freedom from the tax on the ground that its property is so held as to be liable to succession duty, which, no doubt, means liable to succession duty on the death of any member of the body; and it is not essential that such duty should have been demanded or paid. But most members of bodies holding property, having given a consideration in the shape of an entrance fee or subscription, on taking up their membership, succeed to the share of a deceased member by virtue of this original contract, and therefore escape liability to succession duty under section 17 of the Succession Duty Act (see *Oldfield* v. *Preston*, 10 W. R. 257).

Of the exemptions, the first relates only to Government property.

The second exemption covers "property which, or the income or profits whereof, shall be legally appropriated or applied for the benefit of the public at large, or of any county, shire, borough, or place, or the ratepayers or inhabitants thereof, or in any manner expressly prescribed by Act of Parliament," and is, no doubt, intended to protect free public libraries and gardens, and other places of amusement and recreation devoted to public uses, as well as municipal and county property. "Legally appropriated" appears to mean "so appropriated that the law would compel its application"; so that no exemption could be claimed for merely voluntary contributions.

The third exemption is in very wide terms; it applies to "property which, or the income or profits whereof, shall be legally appropriated and applied for *any purpose connected with* any religious persuasion, or for any charitable purpose, or for the pro-

motion of education, literature, science, or the fine arts." The question, what is a "religious persuasion," is itself not an easy one, as anyone may discern by looking at the cases on wills and on charitable trusts; and it is still more doubtful what amount of "connexion" is necessary to satisfy the words of the exemption. Some light is thrown on the latter part of the sub-section by the decisions on the Acts amending the Mortmain Act; but it is remarkable that no exception is made, as in the Income Tax Acts, of cases where payment is demanded. Can it have been the intention of Parliament to exempt the great public schools from the penalty of immortality? And yet their property is surely applied in the promotion of education.

The fourth exemption protects the "property of any friendly society or savings bank established according to Act of Parliament."

The fifth exemption is of "property belonging to or constituting the capital of a body, corporate or unincorporate, established for any trade or business, or being the property of a body whose capital stock is so divided and held as to be liable to be charged to legacy duty or succession duty." Having regard to the provisions of section 12, above quoted, the latter part of this sub-section seems to be superfluous. The former part protects trading companies registered under the Companies Acts, as well as private trade and business partnerships. The decisions on the Bankruptcy Acts, and on the common lessee's covenant against trading, will, no doubt, prove useful in deciding, in doubtful cases, what is a trade or business. But difficulties must arise in many cases. It may reasonably be said, for instance, that a members' club, which caters for such of the members as choose to take their meals in the club, and generally makes a profit out of them, is, to this extent, carrying on a trade; and, if so, its stock of plate, china, glass, &c., may claim exemption from duty. Yet, can it be said that such a body is "established for" a trade or business?

The sixth exemption is very ambiguous—it refers to "property acquired by or with funds voluntarily contributed to any body corporate or unincorporate within a period of thirty years immediately preceding." It is obvious that if in reading this clause a pause is to be made after the word "by," and another after the word "to," it must extend to all property acquired by any body corporate or unincorporate within thirty years—an exemption which would affect a large proportion of the property otherwise chargeable. But if this were the meaning, the words "or with funds voluntarily contributed to" and the whole of the following sub-section would be mere surplusage; and it seems to be more reasonable to confine the exemption to property acquired "by or with" funds voluntarily contributed within the thirty years, and to regard the expression "by or with" as a survival of the old redundancy of legal expression. No doubt "voluntarily" means without consideration, and club subscriptions are not voluntary in this sense.

The last exemption is of "property acquired by any body corporate or unincorporate within a period of thirty years immediately preceding where legacy duty or succession duty shall have been paid upon the acquisition thereof." By the Legacy and Succession Duty Acts a legacy of a specific article given to a body corporate for the purpose of preservation is exempt from the duty payable under those Acts; this exemption is not extended to the present Act, and the omission may cause some hardship.

Both the Income Tax Act and the Succession Duty Act expressly provide for cases where the property chargeable is mortgaged or otherwise incumbered. The new Act makes no such provision, and the return to be made is to give the "gross annual value."

It seems to be doubtful whether the "necessary outgoings" to be deducted in the return include the income tax. It is well known that under the Succession Duty Act no such allowance is made (*In re Elwes*, 3 H. & N. 719). The receiver's remuneration, which cannot be deducted under the Succession Duty Act, is in the Act under discussion expressly included among outgoings to be deducted.

The Michaelmas Irish Sittings of the law courts commenced on Monday. The lists of business for the several courts, says the *Times* correspondent, reflect the depression of the country, and members of the bar regard the prospect as gloomy, but there appears to be still strong faith in the recuperative strength of the profession, and fresh recruits continue to join the ranks. The number of applications to be admitted this term is larger than usual.

RECENT DECISIONS.

CONVEYANCE OF REAL ESTATE BY MARRIED WOMAN IN PURSUANCE OF ORDER MADE UNDER SECTION 91 OF FINES AND RECOVERIES ACT, 1833.

(*Fowke* v. *Draycott*, North, J., 33 W. R. 701, L. R. 29 Ch. D. 996.)

It is not a little remarkable, half a century after the passing of the Fines and Recoveries Act, to find an important question raised upon one of its sections, as to which there seems to have been no express decision. Is the effect of section 91 to enable a married woman, without the concurrence of her husband, to dispose of the entire fee, or merely to enable her to convey subject to the rights of her husband? The explanation of the lack of authority is, no doubt, that everyone has assumed that the section means what it says—viz., that all deeds executed by the wife in pursuance of the order provided for by the section shall be "without prejudice to the rights of the husband as then existing independently of this Act." This was the view of the late Master of the Rolls, who, in his judgment in *Goodchild* v. *Dougal* (24 W. R. 960, L. R. 3 Ch. D., at p. 653), expressed an opinion that the section must be read as providing that "the husband is to be bound so far as his concurrence was necessary to enable the wife to dispose of her interest, but any independent interest of his own is not to be affected." Mr. Justice North, in the present case, adopted this view.

The action in the recent case was brought by the husband, and the point arose whether the estate of the wife was equitable, so as to entitle her to assert her equity to a settlement under the doctrine of *Sturgis* v. *Champneys* (5 M. & Cr. 97). Mr. Justice North held that her estate was equitable, but added that, in his opinion, the question was immaterial. "I find," he said, "some remarks by Earl Cairns in *Pugh* v. *Heath* (30 W. R. 553, L. R. 7 App. Cas. 235) indicating clearly his opinion that after the passing of the Judicature Act, the rights of a legal mortgagee are to be assimilated to the rights of an equitable mortgagee, rather than those of an equitable mortgagee to those of a legal mortgagee; the change being produced by the operation of the Act itself. If that is so, then it follows that the rights of a person claiming to be interested in a legal estate as against an equity of a wife to a settlement will not be larger than they would have been previously to the Act, if the rights claimed had been in respect of an equitable estate instead of a legal estate." This opinion opens up a wide question, which we may take occasion to consider hereafter.

REVIEWS.

SALES OF LAND.

A CONCISE TREATISE ON THE LAW RELATING TO SALES OF LAND. By AUBREY ST. JOHN CLERKE and HUGH M. HUMPHRY, Barristers-at-Law. Stevens & Sons.

The delay which has taken place in noticing this treatise has, at all events, afforded opportunity for ascertaining its merits by use in practice, and as an accurate, concise, and practical digest of the law on the subject we think it deserves to rank high. It bears the same sort of relation to Mr. Dart's treatise as that book bore, when originally published, to Sugden on Vendors and Purchasers. In his first edition Mr. Dart explained his object as being "to produce a work which, without being a mere elementary outline on the one hand, or a mere index of cases on the other, may supply the student with a concise and connected statement of the present law and practice affecting vendors and purchasers of real estate, and the practitioner with a portable book of reference to the recent and the most important early authorities on the subject." There could hardly be a better description of the present book. It will be useful alike to the student and the practitioner. The former will find in a comparatively small compass a well-arranged statement of the present law, and the practitioner will find clearly and concisely given the result of the statutes and cases to the latest date before publication, and the recent important changes carefully considered and interwoven in the text. The arrangement adopted, generally speaking, follows the steps occurring in an ordinary sale, and the matter is so carefully sub-divided and so well arranged within each sub-division that the reader is tolerably certain of finding, from one reference to the table of contents or index, all the law on the particular point he has in hand. The cases have been collected with care, and we have found their effect accurately stated.

ELECTION LAW.

THE LAW RELATING TO PARLIAMENTARY AND MUNICIPAL ELECTIONS AND PETITIONS. By the late JOHN CUNNINGHAM, Esq. THIRD EDITION. By C. TYRRELL GILES, Esq., Barrister-at-Law. H. Sweet & Sons.

Mr. Cunningham's book was well arranged and clearly written,

and we think that Mr. Giles has done well to leave it as far as possible unaltered. We regret that we cannot speak altogether favourably of the additions which have been made to it. The provisions of the Corrupt Practices Act, 1883, are, of course, summarized, and, so far as we have observed, correctly stated, but we have found very few suggestions upon them of practical utility, and some of the suggestions which are made are unsafe. On the question, for instance, which is just now exciting so much interest, as to what expenses must be included in the *maximum* sum, we have, at p. 127, the following remarks:—"Many of the general expenses attending the representation or candidature of a constituency must be incurred long before the management of *the election* can be said to begin and the appointment of an election agent need be made. Such expenses must be tested by the spirit of the Act, for instance, if they in effect forestall the work and expense of the election they are within its provisions, but it is submitted that the reasonable expenses of public meetings held from time to time, of subscriptions to charities and to political or registration associations are not." If Mr. Giles means to lay it down that the "reasonable expenses of public meetings held from time to time" to promote the candidature of a particular candidate are not within the provisions of the Act, we think that he will find few people to agree with him. If he means "public meetings to promote the general interests of a political party," he should have said so. We find a similarly incautious suggestion in the chapter on Illegal Practices, Payment, &c. (p. 223), "This section [*i.e.*, section 13] prohibits the employment of canvassers if paid for such services, but there is nothing in the Act which makes canvassing illegal of itself or to prevent [sic] an election agent, sub-agent, clerk, or messenger from canvassing in addition to his other employment. If the object of the employment is held to be canvassing, or to include canvassing as part of the employment, such employment will be illegal." The fact of a paid agent canvassing might be taken to be presumptive evidence that his employment included canvassing. Turning to the question of the agency of political associations—a question to which a satisfactory answer can only be given by a careful collation of the facts in the cases—although the facts in the *Harwich case* (3 O'M. & H. 69) are given at p. 265, we find no attempt made to analyze the facts in such other important cases as the *Westminster case* (1 O'M. & H. 91) and the *Westbury case* (3 O'M. & H. 79), where agency was also held not to be established, and to compare them with the facts in the *Taunton case*, given at p. 261, or the *Bewdley case* (3 O'M. & H. 145), in both of which agency was held to be proved.

MONEY SECURITIES.

THE LAW OF MONEY SECURITIES. By C. CAVANAGH, Barrister-at-Law. SECOND EDITION. William Clowes & Sons, Limited.

In the case of a book of so wide a scope as Mr. Cavanagh's, the preparation of a new edition is a matter of no small labour. Not only have a large mass of decisions accumulated, but legislative changes are tolerably certain to have occurred. The present edition has to be adapted to the Bills of Exchange Act, 1882, the Bills of Sale Act, 1882, the Conveyancing Act, and the Bankruptcy Act, 1883. The first-mentioned Act is, generally speaking, dealt with by reference to its sections, but an elaborate discussion of the question whether bank-notes are within its provisions introduces the chapter on Bank-notes. Section 97, of course, excludes any alteration of the statutory provisions as regards the Bank of England or the Bank of Ireland, but, as regards other matters connected with bank-notes, the statute is silent, and Mr. Cavanagh concludes that the Bills of Exchange Act, 1882, supplants the former law relating to bank-notes, except so far as such law consisted of special statutory provisions or of privileges accorded to the Bank of England or Bank of Ireland. In the chapter relating to bills of sale we have by far the best statement of the effect of the Acts of 1882 and 1883 which we have yet seen. The statement is arranged under the heads of the effect as regards (1) form, (2) amount, (3) statement of consideration, and (4) due attestation and registration. Under each head the decisions are collected, and their result is carefully stated; we find no reference, however, to the cases of *Ex parte Close*, *In re Hall* (33 W. R. 228), and *In re Cunningham & Co.* (*Ibid.*, 387), in which Pearson, J., followed *Ex parte Close*. The latter of these cases was reported in the WEEKLY REPORTER in March last. The provisions of the Conveyancing Act are correctly stated and inserted in the proper places. We find at pp. 204—208 an elaborate discussion of the recent decision of the Court of Appeal in *Sutton* v. *Sutton* (31 W. R. 369, L. R. 22 Ch. D. 511), that the personal remedy upon the covenant in a mortgage is barred after twelve years. Mr. Cavanagh takes the view, which we urged at great length soon after the case was decided, that both the decision itself and the reasoning upon which it was founded are unsound. We are glad to be able to repeat, with regard to this edition, the commendation we bestowed upon the work when it first appeared. It is, we think, an able, and well-written treatise upon a branch of law of great importance to every practitioner.

COMMON LAW.

PRINCIPLES OF THE COMMON LAW: AN ELEMENTARY WORK INTENDED FOR THE USE OF STUDENTS AND THE PROFESSION. By JOHN INDERMAUR, Solicitor. FOURTH EDITION. Stevens & Haynes.

Mr. Indermaur has edited this edition with his accustomed care and accuracy, and, in general, the principles of law will be found clearly stated and very well illustrated. But we think he does not bring out with sufficient prominence the importance of the decision in *Walsh* v. *Lonsdale* (31 W. R. 106, L. R. 21 Ch. D. 9). In order to render his statement of the effect of that case at p. 68 complete, it should have been pointed out specifically that, in order to make the doctrine of the case applicable, it is necessary (1) that there should be an executory agreement which is capable of being enforced; and (2) that the intending lessee should have entered into possession of the property agreed to be leased. And, in place of the statement that the person occupying "is to be treated as holding on the terms of the agreement," it would have been better to state that, if the conditions above referred to are fulfilled, both lessor and lessee will have every remedy which could be given them by a lease under seal granted in pursuance of the agreement. Surely, also, the reader's attention should have been drawn in the text to the effect of this case.

LANCASTER CHANCERY PRACTICE.

THE LANCASTER CHANCERY PRACTICE, BEING A COLLECTION OF THE STATUTES, ORDERS, RULES, AND REGULATIONS PARTICULARLY RELATING TO THE JURISDICTION, PRACTICE, AND PROCEDURE OF THE COURT OF CHANCERY OF THE COUNTY PALATINE OF LANCASTER. By THOMAS SNOW, Barrister-at-Law, and HERBERT WINSTANLEY, Barrister-at-Law, a Registrar of the Lancashire Chancery Court. W. Maxwell & Son.

This book, as the authors explain, is to some extent a second edition of their work on the Lancaster Chancery Practice, but they have wisely omitted all rules of the Palatine Court which are practically identical with provisions in the R. S. C., 1883, referring the reader for such rules and the decisions upon them to the "Annual Practice." The scope of the book is, in fact, accurately expressed by the title, and there will be found in it all the statutory and other regulations peculiar to the Palatine Court. The Acts of 1850 and 1854, and the portions of Cairns' and Rolt's Acts which are still in force with regard to the Palatine Court, are given in full, with careful annotations, and notes are also appended to such of the Rules of 1884 as are printed.

HOUSE TAX ACTS.

A GUIDE TO THE HOUSE TAX ACTS FOR THE USE OF THE PAYER OF INHABITED HOUSE DUTY IN ENGLAND. By ARTHUR M. ELLIS, Solicitor. Stevens & Sons.

In this book Mr. Ellis follows the lines of his previous excellent of treatise on the Income Tax Acts. He, first of all, deals with the house tax, and the officials concerned in assessing, charging, and collecting it, and then discusses "what is subject to house tax," giving the substance of the statutory provisions, and then careful analyses of the cases decided upon them. Then follow chapters on "assessment and collection," and "the modes in which exemptions are claimed and allowed; appeals; obtaining the opinion of the High Court upon a case stated; and relief from double assessment." On all the matters with regard to which we have tested the book we have found the information accurate, complete, and very clearly expressed.

The Maryland Circuit Court in Cecil County, says the *Central Law Journal*, recently had to decide the question whether a tree, known as the ailanthus, is a public nuisance, because of the offensive odour it emits when in bloom, and subject to removal as such by the municipal authorities. The court, in delivering judgment, said:—"It is certainly true that the owners or occupiers of dwelling-houses, whether in the city or the country, have the right to enjoy pure and wholesome air; that is, as pure and wholesome as their local situation can reasonably supply; and any act which materially corrupts or pollutes the air, done without authority or justification, is strictly a nuisance. There is no distinction between any of the cases, whether it be smoke, smell, vapours, or gas. The owner of one tenement cannot cause or permit to pass over, or flow into, his neighbour's tenement any one or more of those things in such a way as materially to interfere with the ordinary comfort of the occupiers of such neighbouring tenement. And, if he does, a court of equity will, on proper application, restrain him by a writ of injunction, and it will certainly render him no aid in an attempt to resist the proper authorities in their efforts to remove or abate the nuisance."

CORRESPONDENCE.

COURT FEES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Now that the competition for "votes" is so keen, and the baits of cheap law and cheap transfer of land are thrown from political platforms, it would be well, in the interests of the legal profession and the public, if a few facts as to the incidence of law costs were considered.

Modern so-called improvements in the procedure of the superior courts have tended to increase considerably court fees and decrease solicitor's profits, but the suitor is little, if any, better off.

The following figures show a need of improvement in county court fees. The solicitor's fees in this case could not be improved by way of restriction. I issued recently a plaint in a London county court to recover £17 13s. 9d., under the bills of exchange jurisdiction. The cost of the procedure was as follows:—

	£	s.	d.
Fee on issuing plaint	0	18	0
do. signing judgment	0	18	0
do. issuing execution	1	10	0
Total fees paid court	3	6	0
Solicitor's fees on above	0	15	6
	£4	1	6

For the above fee I had to serve the plaint at a cost of 3s. in rail and omnibus fares, and clerk's time equivalent to three whole working days. I leave it to your readers to estimate the solicitor's profit on the transaction.

It is true the court would have served the summons, in which case my fee would have been 10s. 6d. only; but past experience of dangerous delay through service by the court has taught me, in my client's interest, to serve the process myself.

AN OLD SUBSCRIBER.

LEASEHOLD INSURANCE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In answer to the letter of your correspondent "Prudens," I beg to say that most insurance offices would issue the policies he mentions, although they may not publish tables.

I know as a fact that the Whittington Life Office, in Moorgate-street, does undertake such business. LEX.

CASES OF THE WEEK.

COURT OF APPEAL.

NIELSON *v.* WAIT & Co.—C. A. No. 1, 3rd November.

SHIP—DEMURRAGE—LAY DAYS—"RUNNING DAYS"—CUSTOM OF PORT TO LIGHTEN VESSEL.

In this case a question arose as to the meaning of the words "running days" in a charter-party. By a charter-party the plaintiff's steamer was to proceed to Cronstadt and there load a cargo of grain, and being so loaded, she was to proceed to London, or to a good and safe port on the Bristol Channel, as ordered, or so near thereunto as she could safely get at all times of tide, and always afloat, and deliver the same on being paid freight. The charter-party proceeded: "The freight to be paid on unloading and right delivery of the cargo, eight running days, Sundays excepted, are to be allowed the said merchants (if the ship be not sooner dispatched) for loading and discharging the said steamer, and ten days on demurrage (if required) over and above the said lay days, at £25 per day." The steamer arrived at Cronstadt, and six running days, Sundays excepted, were expended in loading the cargo, and she was ordered to the port of Gloucester, Bristol Channel, to discharge. The ship arrived at Sharpness, in the Bristol Channel, on the 13th of November. Sharpness was admitted to be within the port of Gloucester, and was connected with Gloucester by a canal about seventeen miles in length. The ship was so loaded that she was unable to proceed up the canal to Gloucester, and the charterers required the master to discharge part of the cargo at Sharpness, so as to enable the ship to proceed to Gloucester. The usual place of discharge as regards a grain cargo was Gloucester, but a custom of the port was proved by which, if a vessel with a grain cargo were too heavily laden to proceed up the canal, the ship is to be lightened at Sharpness, so as to enable her to proceed, and the lay days run while the portion of the cargo necessary to lighten the ship is being discharged at Sharpness, but they do not run during the time the ship is going up the canal to Gloucester and coming down again. The master accordingly discharged so much of the cargo as was necessary at Sharpness and proceeded to Gloucester. The plaintiff claimed demurrage, notwithstanding the custom, for the time occupied in going up the canal to Gloucester and coming down again, contending (1) that the custom contradicted the provisions of the charter-party, as the words "running days" meant "consecutive days," and that, when once the lay days began to run after the ship had arrived at the port of Gloucester, they ran continuously; and (2) that the custom was unreasonable. Pollock, B., gave judgment for the defendants (L. R. 14 Q. B. D. 516). Held, by the Court of Appeal (Lord ESHER, M.R., and COTTON and LINDLEY, L.JJ.), affirming the decision, that the words "running days" are not the same as "consecutive days"; that they are used in contrast to "working days"; and that, where there is no agreement or custom to the contrary, they are to be counted consecutively. But if there is such a custom or agreement, that custom or agreement controls and explains the meaning of the term "running days." The custom here proved shows that there are two places of discharge for vessels carrying grain cargoes within the port of Gloucester; one at Sharpness when necessary to lighten the ship, and the other at Gloucester itself; and that the time occupied in going from the one place to the other is not to be counted as amongst the lay days. The custom in no way contradicts the provisions of the charter-party, and is a most reasonable custom. Judgment for the defendants.—COUNSEL, *J. Edge* and *W. A. Meek* (*R. T. Reid*, Q.C., with them) for the plaintiffs; *H. Matthews*, Q.C., and *A. T. Lawrance* for the defendants. SOLICITORS, *Turnbull, Tilly, & Mousir*, for *Turnbull & Tilly*, West Hartlepool; *E. Doyle & Sons.*

FARRER *v.* LACY, HARTLAND, & CO.—C. A. No. 2, 29th October.

MORTGAGOR AND MORTGAGEE—FORECLOSURE ACTION—COSTS OF ABORTIVE SALE—CHEQUE ACCEPTED FOR DEPOSIT—CHEQUE DISHONOURED—CUSTOM OF AUCTIONEERS—PERSONAL JUDGMENT ON COVENANT—TIME FOR PAYMENT—COSTS OF ACTION.

This was a foreclosure action, and one of the questions was whether the mortgagee was entitled to the costs of an abortive sale. In November, 1882, the plaintiff, in pursuance of a power of sale contained in the mortgage deed, put the property up for sale by auction. It was knocked down for £15,000 to P., who signed a contract for purchase, and gave a cheque for £1,000 deposit, representing that he was acting as agent for E. The cheque when presented the next day was dishonoured, and E. repudiated the purchase, stating that he had not authorized P. to bid for him at the sale. In December, 1882, the plaintiff commenced this action against the mortgagor and the subsequent incumbrancers and E., claiming a declaration that no valid contract of sale had been made to E.; an account of what was due for principal, interest, and costs under the security, including the costs, charges, and expenses of the abortive sale; payment of the amount certified to be due, and, in default, foreclosure. The main question was whether the plaintiff had been guilty of negligence in the conduct of the sale by reason of his agent, the auctioneer, accepting a cheque in lieu of cash in payment of the deposit, without first inquiring into the solvency or *bona fides* of the alleged purchaser. North, J., held (L. R. 25 Ch. D. 636) that the custom of auctioneers to accept on sales of large properties a cheque in lieu of cash in payment of the deposit was reasonable and proper, and that the mortgagee had not been guilty of any negligence in acting upon this custom, and that he was entitled to add to his security the costs, charges, and expenses of the abortive sale. His lordship also gave judgment for the plaintiff on the mortgagor's covenant for the amount which should be found to be due upon taking the account, and directed payment by the mortgagor of the amount within one month after the certificate. The mortgagor appealed, and the Court of Appeal (BAGGALLAY, BOWEN, and FRY, L.JJ.) affirmed the decision. They entirely agreed with the judgment of North, J., as to the acceptance of the cheque. They said that it was doubtful whether a mortgagee vendor was bound to take any deposit at all. It was open to him to sell by private contract. And, although no doubt it was the custom, or at any rate a very common practice, to take a deposit, it was also an equally common practice to take a cheque in lieu of cash for the deposit, and it could not be said that the sale had been rendered abortive by taking the cheque. As to the period fixed for payment by the mortgagor of the amount certified to be due, the decision of North, J., fixing one month, in accordance with a previous decision of Hall, V.C., was reasonable. In strictness, in an action on the covenant to pay the mortgage debt, the plaintiff was entitled to an order for immediate payment when the amount due was ascertained. And, as to costs, their lordships intimated an opinion that the order should be for payment of principal, interest, and such costs as would have been properly incurred in an action simply on the covenant.—COUNSEL, *Horton Smith*, Q.C., and *B. Fossett Lock*; *W. Barber*, Q.C., and *Lewin*. SOLICITORS, *Duncan, Warren, & Gardner*; *Sydney Smith & Sons*; *Pyke & Minchin.*

In re THE NEATH HARBOUR SMELTING AND ROLLING WORKS—C. A. No. 2, 4th November.

BANKERS' BOOKS EVIDENCE ACT, 1879 (42 & 43 VICT. c. 11), ss. 7, 10—ORDER FOR INSPECTION—JURISDICTION OF COURT OF APPEAL.

In this case a question was raised as to the proper mode of applying for an order, under section 7 of the Bankers' Books Evidence Act, 1879, for the inspection of the books of a banker. Section 7 of the Act provides that, "on the application of any party to a legal proceeding, a court or judge may order that such party be at liberty to inspect and take copies of any entries in a banker's book for any of the purposes of such proceedings." Section 10 provides that "the expression 'the court' means the court, judge, arbitrator, person or persons before whom a legal pro-

ceeding is held or taken," and that "the expression 'a judge' means, with respect to England, a judge of the High Court of Justice." The expression "*the* court or judge" is used in section 8 of the Act. In the present case a petition for the winding up of the company was dismissed by Mathew, J., as Vacation Judge (29 SOLICITORS' JOURNAL, 765). An appeal having been presented, the appellant applied under section 7 of the Act for an order for the inspection of the books of the company's bankers. On the opening of the application the court suggested whether, having regard to the language of the sections 7 and 10, the proper course was not to apply in chambers to a judge of the High Court, inasmuch as though no proceeding was now pending in the High Court, the Act did not say that the application was to be made to the court in which the proceeding was pending. FRY, L.J., even suggested whether the Court of Appeal had any jurisdiction to entertain the application. The appellant's counsel, however, urged that the object of the application was to obtain new evidence to be used on the hearing of the appeal, and that such evidence could not be admitted at the hearing without the leave of the Court of Appeal. Ultimately the court (BAGGALLAY, BOWEN, and FRY, L.JJ.) held that there was jurisdiction, and decided to hear the application on its merits.—COUNSEL, *H. Burton Buckley; Grosvenor Woods.* SOLICITORS, *Hughes & Son; Pyke & Minchin.*

HIGH COURT OF JUSTICE.

CROZIER *v.* DOWSETT—Bacon, V.C., 3rd November.

MORTGAGE FOR £50—FORECLOSURE—COUNTY COURT COSTS.

In this case the facts were as follows:—An equitable mortgagee of copyholds brought an action for foreclosure in the Chancery Division. The sum claimed on the footing of the security was £50. Both plaintiff and defendant resided in the same county court district. The defendant at the hearing submitted to a decree, but contended that, inasmuch as the action might have been brought in the county court of the district in which both plaintiff and defendant resided, that the costs ought to be taxed on the footing of the county court scale, and cited *Simons* v. *MacAdam* (16 W. R. 963, L. R. 6 Eq. 324) as an authority. For the plaintiff it was urged that the authority of that case was overruled by *Brown* v. *Rye* (L. R. 17 Eq. 343), a decision of the late Sir George Jessel. BACON, V.C., said that, in such £50 cases as the present, it was quite right that the costs should be taxed on the county court scale, and accordingly made an order directing the taxing master to tax the costs in this case on that footing.—COUNSEL, *Hadley; Methold.* SOLICITORS, *E. B. Randall*, agent for *Jones & Scott; Paterson, Snow, & Bloxam.*

In re LEWIS (Deceased), LEWIS *v.* LEWIS—Chitty, J., 29th October.

R. S. C., 1883, ORD. 58, R. 15—EXPIRATION OF TIME—MOTION TO VARY ORDER MADE IN CHAMBERS.

In this case a motion was made to vary an order made in an administration action providing for payment out of a fund of certain costs, and for payment of creditors whose claims had been allowed. The order was made in chambers on the 17th of July, 1885, and the notice of motion was served on the 2nd of September, and the question was whether the order was interlocutory or final within the meaning of ord. 58, r. 15, which provides that no appeal to the Court of Appeal from any interlocutory order shall, except by special leave of the Court of Appeal, be brought after the expiration of twenty-one days. CHITTY, J., said that the court in these cases adopted a practice in analogy to ord. 58, r. 15, which rule dealt with appeals to the Court of Appeal: *Heatley* v. *Newton* (30 W. R. 72, L. R. 19 Ch. D. 376); *Dickson* v. *Harrison* (27 W. R. 880, L. R. 12 Ch. D. 298). It was, however, very difficult to lay down any exhaustive definition of what was or what was not a final order, nor did it appear that the Court of Appeal had in any reported case attempted to solve the difficulty. He was of opinion that the circumstance of the order providing for payment out of court, or for distribution of a fund, did not necessarily render it a final order. It was true that the order in the case before him was final as regards the rights of the creditors, but that was not sufficient to make it interlocutory: *Phesey* v. *Phesey* (L. R. 12 Ch. D. 305, 28 W. R. Digest 165). It might be added that the object of ord. 58, r. 15, was to expedite appeals, and that, acting upon the spirit of the rule, the court should discourage any want of promptness in appealing. He was of opinion that the order appealed from must be treated as an interlocutory order, and that the appellants were out of time, and, moreover, that there was nothing which enabled the court to indulge them with an extension of time. The motion was refused, with costs.—COUNSEL, *Upjohn; Maclean.* SOLICITORS, *Morgan, Son, & Upjohn*, for *D. Lloyd*, Lampeter; *Roche & Son*, for *T. Jones*, Llandovery.

In re THE STEAM SUPPLY ASSOCIATION (Limited)—Chitty, J., 31st October.

WINDING UP—CREDITOR'S PETITION—CARRIAGE OF ORDER.

In this case his lordship having, upon the petition of a judgment creditor for £15, made an order for the winding up of the association, a creditor for £134 asked for the conduct of the order, and, as a condition of obtaining it, offered to pay the debt due to the petitioner. CHITTY, J., declined to assent to any such proposal, observing that the court could not sanction any purchase of the carriage of an order.—COUNSEL, *Ince*, Q.C.; *Lyttleton Chubb; Swinfen Eady; Hodson; Lewis Edmunds.* SOLICITORS, *Shaw & Tremellen*, for *J. Haslam*, Bury, Lancashire; *Taylor, Hoare, Taylor, & Box*, for *Burton & Scorer*, Lincoln; *Beall & Co.*

MOORE *v.* SIMKIN—Pearson, J., 4th November.

DESCENT—EX PARTE PATERNA OR EX PARTE MATERNA—SETTLEMENT—CONSTRUCTION—ULTIMATE LIMITATION TO RIGHT HEIRS OF DECEASED PERSON.

The question in this case was as to the effect of the ultimate limitation in a marriage settlement. By the settlement, executed in 1810, real estate of the wife (part of which had descended on her as the heiress-at-law of her deceased mother, and the other part of which had descended on her as one of the co-heiresses of her deceased maternal great-uncle) was limited to the use of the husband for life, remainder to the use of the wife for her life, remainders over to the use of the children of the marriage, the ultimate remainder being "to the use of the right heirs of the said J. W., deceased (the mother of the wife) for ever." At the date of the execution of the settlement the wife's mother was dead, and the wife was her heir-at-law. The wife died in 1846, and the husband died in 1871. The surviving child of the marriage, who was tenant in tail under the limitations of the settlement, died in 1880, unmarried, and without having barred the entail. The ultimate limitation of the settlement then came into operation, and the question arose how it took effect. The plaintiff, who alleged that he was the heir-at-law of the wife's mother, and also the heir-at-law of the maternal great uncle, claimed in those characters to be entitled to the two parts of the property respectively. On the other hand it was claimed on behalf of the wife's heir *ex parte paternâ*. On behalf of the plaintiff it was urged—(1) that *Mandeville's case* (Co. Litt. 26b.) applied, and that, though the wife, under the ultimate limitation, took as a purchaser, yet the descent from her was to be traced *ex parte maternâ*, because the limitation was to the heirs of the mother; (2) in the alternative, that, under the ultimate limitation, the wife was entitled to the property as part of her old estate, which remained in her, subject to the prior limitations of the settlement, and that the descent was not broken, and on her death one part of the estate descended to the heir of her mother, and the other to the heir of the uncle. PEARSON, J., said that *Mandeville's case* related to an estate tail, and the principle of it could in no way apply to an ordinary estate in fee. But he held that, under the ultimate limitation, the wife took the estate as part of the estate to which she was entitled at the date of the settlement, and, consequently, the descent was not broken.—COUNSEL, *Cozens-Hardy*, Q.C., and *Northmore Lawrence; R. F. Norton; L. Ryland.* SOLICITORS, *C. J. Mander; G. Cheesman; Le Brasseur & Oakley.*

In re OVEY, BROADBENT *v.* BARROW—Pearson, J., 2nd November.

WILL—CONSTRUCTION—CHARGE OF LEGACIES ON REAL ESTATE—ORDER OF ADMINISTRATION—CHARITY—GIFT OF INTEREST IN LAND—POWER TO TRUSTEES TO SELECT CHARITIES.

This action was brought for the administration of the real and personal estate of O., who by his will directed his executors (whom he also appointed trustees), to pay, as soon as conveniently might be after his death, all his just debts and funeral and testamentary expenses, and bequeathed various pecuniary legacies, among which were some to charities. He then gave all his personal estate and effects of which he should die possessed, and which should not consist of money or securities for money, to R., for her own use and benefit absolutely. And he gave and devised all the rest, residue, and remainder of his estate, both real and personal, to his trustees, upon trust thereout, in the first place, to pay two specified sums of £500 and £100, and as to the residue thereof, or such part or parts thereof as might lawfully be appropriated to the purpose, for such one or more or any hospital of a charitable nature, and in such proportions as they in their uncontrolled discretion should think fit. The testator also directed that the "aforesaid money legacies for charitable purposes" should be paid exclusively out of such part of his personal estate as might be lawfully appropriated for such purposes, and preferably to any other payment thereout. It was held by the Court of Appeal (L. R. 20 Eq. 679), reversing a decision of Fry, J., that the bequest to R. was not specific, and that, as between her and the pecuniary legatees, she was only entitled subject to the payment of the legacies. But the question was reserved whether, as between her and the testator's heir-at-law, the real estate was primarily liable to the payment of the legacies. This decision was affirmed by the House of Lords (L. R. 8, App. Cas. 812). In the result the testator's personal estate (including that part of it which was bequeathed to R.) was entirely exhausted in the payment of the pecuniary legacies, and it became necessary to resort to the real estate, which was sold for the purpose. After paying the legacies a surplus remained, and the question arose whether R. was entitled to have this surplus applied *pro tanto* in making good to her the property given to her which had been applied in paying the legacies. PEARSON, J., held that she was not so entitled. He said that, though the effect of the residuary gift was to charge the legacies on the real estate, yet the real estate was only made ancillary to the personal estate, and there was nothing to alter the ordinary rule of administration, that pecuniary legacies are payable primarily out of personal estate.

The question then arose, between the Attorney-General and the heir-at-law, whether under the ultimate trust of the residue, the proceeds of the real estate could be lawfully appropriated to charities. The trustees had, in the exercise of the discretion given to them by the will, appropriated the surplus of the proceeds of sale to two hospitals which were empowered to hold land. PEARSON, J., held that the two hospitals were entitled. He could not assume that the testator did not know that some hospitals were entitled to hold land. And, as there were some such hospitals, he did not see why the trustees could not lawfully appropriate the surplus of the proceeds of sale to hospitals of that description.—COUNSEL, *Fischer*, Q.C., and *Stirling; Cecil Russell; Cookson*, Q.C., and *Borthwick; Gifford*, Q.C., and *Sturges.* SOLICITORS, *S. Copping; Hare & Co.; Lawford, Waterhouse, & Lawford; Young, Jones, & Co.*

In re BARONESS DE ROS, HARDWICKE *v.* WILMOT—Kay, J., 28th October.

MARRIAGE SETTLEMENT — AFTER-ACQUIRED PROPERTY — COVENANT BY HUSBAND THAT PROPERTY SHALL BE SETTLED BY THE WIFE—AMBIGUITY—RECITAL—SEPARATE USE.

In this case a question arose whether a reversionary fund which was appointed to the plaintiff, Lady Hardwicke, during coverture, for her separate use, and which had since fallen in, was included in a covenant to settle after-acquired property contained in the settlement made on the marriage of the plaintiff and Lord Hardwicke. The husband was still living. The settlement was executed by all parties, including the plaintiff. KAY, J., said that the question was whether personal property which came to the wife during coverture for her separate use was within the terms of the covenant usually known as the covenant to settle after-acquired property. It was a covenant of the husband only, and was not preceded by any agreement between the parties. It was to the effect that the husband covenanted and agreed with and to the trustees of the settlement that in case the intended marriage should be solemnized, and any personal property should, during the intended coverture, vest in the intended wife, or in the intended husband in her right, they, the intended husband and the intended wife respectively, would take means to assure the same for all the right and interest of the intended wife or of him, the intended husband, as her husband therein to the trustees of the settlement, to be held upon the trusts therein contained. The ambiguity arose from the fact that the wife did not join in the covenant, but the husband covenanted that both he and she should do something. His lordship was, therefore, entitled to look back at the recital, which stated that it was further arranged and agreed that personal estate which should, during the coverture, become vested in the wife or the husband in her right, should be settled upon the trusts of the settlement. That recital made it impossible to doubt that the covenant that the wife should settle referred to property which might come to her for her separate use, so that if she did not settle it there would be a breach of that covenant. In none of the cases where the decision was that the wife was not bound was there a covenant by the husband for acts to be done by the wife. In *Young* v. *Smith* (L. R. 1 Eq. 180) the covenant was by the husband, and was not in terms that the wife should make the assignment. So in *Davies* v. *Tredwell* (29 W. R. 793, L. R. 18 Ch. D. 354) nothing was to be done by the wife. That was the distinction drawn in those cases. But this case was undistinguishable from *Lee* v. *Lee* (25 W. R. 225, 4 Ch. D. 175). It was well established that if you could find that which amounted to an agreement within the four corners of the deed, that constituted a covenant just as much as if it had been formally expressed. But the matter was made still clearer by the concluding words of the covenant, that in the meantime, and until such settlement as aforesaid should be made, the intended husband and the intended wife respectively should stand and be possessed of the property upon the trusts thereinbefore contained. That was equivalent to saying that both the husband and the wife or either of them, according to the nature of the property should be trustees or trustee of the property until a settlement should be made. His lordship therefore held that the funds fell within the settlement.—COUNSEL, *Hastings*, Q.C., and *Nalder*; *Farwell*; *M. G. Davidson*. SOLICITORS, *Collyer-Bristow, Withers, Russell, & Hill*; *Ellis & Ellis*; *Davidson, Burch, Whitehead, & Davidsons*.

In re HOBSON, WALKER *v.* APPACH.—Kay, J., 27th October.

REVERSIONARY INTEREST—TENANT FOR LIFE AND REMAINDERMAN—APPORTIONMENT—CAPITAL AND INCOME.

In this case a question arose as to the proper mode of apportioning the proceeds of sale of a contingent reversionary fund as between capital and income. Testator by his will bequeathed his residuary personal estate to trustees upon trust to pay debts and legacies, and to invest the residue, and pay the income thereof to E. H. for life, and after her death upon trust for the persons therein mentioned. Part of the testator's residuary personal estate consisted of a contingent reversionary interest in certain sums of money. For some years after the testator's death this interest was, owing to the possible interests which might defeat it, of no value; but subsequently, except for the possibility of children by a lady past the age of child-bearing, the interest became indefeasible. This interest had not yet fallen into possession, and had not been sold; but all the parties were before the court, and asked for a declaration how the value of this reversionary interest ought to be apportioned between the tenant for life and remaindermen on the supposition that it had been now realized, and had produced a certain agreed sum. KAY, J., said that, assuming the reversion to be a vested reversion, the mode of division between the tenant for life and the remaindermen was laid down by *Beavan* v. *Beavan* (L.R. 24 Ch. D. 649n) and *Earl of Chesterfield's Trusts* (L. R. 24 Ch. D. 643), by which his lordship was bound. The question was not affected by the fact that the reversion in this case was contingent. His lordship accordingly held that, assuming the reversion to be sold at a given price, that amount ought to be apportioned as between capital and income by ascertaining the sum which, put out at interest at four per cent. per annum on the day of the testator's death, and accumulating at compound interest calculated at that rate, would, with the accumulations of interest, have produced at the date of the sale the amount actually received, and the sum so ascertained should be treated as capital, and the residue as income.—COUNSEL, *Pearson*, Q.C., and *F. L. Wright*; *Robinson*, Q.C., and *W. C. Bruce*; *Davey*, Q.C., and *Byrne*; *Hastings*, Q.C., and *Farwell*; *Renshaw*. SOLICITORS, *M. T. Hodding*, for *Hodding & Beever*, Worksop; *Bruce, Jackson, & Attlee*; *Thompson & Beames*; *Sandilands, Humphry, & Armstrong*; *Gush, Phillips, Walters, & Williams*.

WALKER *v.* JAMES—North, J., 31st October.

PRACTICE—R. S. C., 1883, ORD. 27, R. 15; ORD. 36, R. 33—ACTION DISMISSED FOR DEFAULT OF APPEARANCE BY PLAINTIFF AT TRIAL—LIMITED TIME FOR RESTORATION TO CAUSE LIST.

In this case an application was made to discharge a judgment given on the 30th of July dismissing an action with costs for default of appearance by the plaintiff at the trial, and to restore the case to the cause list. It was argued that ord. 27, r. 15, applied, and that ord. 36, r. 33, requiring such an application to be made within six days after the date of judgment dismissing the action, did not touch the case. NORTH, J., in giving judgment, said that the power of setting aside the judgment and restoring the case to the paper is confined to a period of six days after the trial, and there is no general discretionary power vested in the judge by which he can do so out of that time.—COUNSEL, *Ellis J. Davis*; *J. J. Sims*. SOLICITORS, *J. Andrews*; *R. Robinson*.

GROSVENOR *v.* GROSVENOR and SMITH—Prob. Div., 3rd November.

DIVORCE—ADULTERY OF PETITIONER—CONDONATION—REFUSAL OF DECREE—DISCRETION OF COURT—DIVORCE ACT, 1857 (20 & 21 VICT. C. 85), S. 31.

The petitioner in this case sued for a dissolution of marriage on the ground of adultery committed between the respondent and co-respondent during the years 1882 and 1883. The respondent denied the charges of adultery, and made counter-charges of adultery committed by the petitioner during the years 1874 and 1882. The suit was tried before Butt, J., and a common jury, and the jury found that the respondent had been guilty of adultery, and that the petitioner had been guilty of one act of adultery in 1874, which act had been condoned. The petitioner did not deny the adultery, but stated that he was on that occasion under the influence of liquor. The question of the discretionary power of the court to refuse relief on the ground of the petitioner's adultery was argued before Butt, J., on the 7th of August last, when it was contended on behalf of the petitioner that section 31 of the Divorce Act, 1857, had provided merely that the court "shall not be bound to pronounce" a decree in the event of the petitioner's adultery being proved, and that the court would not refuse relief on account of an isolated act of adultery committed many years ago, and afterwards condoned; and *Conradi* v. *Conradi* (L. R. 1 P. & D. 514) and *Collins* v. *Collins* (33 W. R. 170, L. R. 9 P. D. 231) were referred to as instances of a marriage being dissolved, notwithstanding the petitioner's adultery. For the respondent reliance was placed upon *Lautour* v. *The Queen's Proctor* (12 W. R. 611, 10 H. L. Cas. 685), *Clarke* v *Clarke and Clarke* (13 W. R. 848), and *McCord* v. *McCord, Ogle, and Cozon* (23 W. R. 684, L. R. 3 P. & D. 237). BUTT, J., in delivering judgment, observed that, whatever view he might have been himself disposed to take, it was clear that the statute had invested the court with a discretion either to grant or refuse a decree where the petitioner had been proved to have been guilty of adultery, and he felt himself bound to follow *Morgan* v. *Morgan and Porter* (16 W. R. 688, L. R. 1 P. & D. 644) and *McCord* v. *McCord, Ogle, and Cozon*. In those cases Lord PENZANCE and the present President of the division had dealt with the proper mode of exercising the discretion of the court, and had pointed out the danger of granting or withholding a divorce on the footing of the petitioner's adultery being more or less pardonable. In the latter case Sir J. HANNEN observed:—"If I were to yield to the arguments addressed to me in this case in extenuation of the petitioner's behaviour, I should give rise to the mischief of which Lord PENZANCE expressed his fear in *Morgan* v. *Morgan and Porter*. I should be acting on the loose and unfettered discretion which he properly denounces, and not upon any definite principle which would serve as a guide in other cases." Those words had been used in a case resembling the present one, there having been a single act of condoned adultery, and, therefore, he thought that *McCord* v. *McCord, Ogle, and Cozon* was directly in point, and he accordingly dismissed the petition.—COUNSEL, *Crump*, Q.C., and *E. Powell*; *Inderwick*, Q.C., and *Pritchard*. SOLICITORS, *R. L. Rateliff*; *Kennedy, Hughes, & Kennedy*.

Re J. B. JONES'S DEVISED ESTATES, and *Re* METROPOLITAN STREET IMPROVEMENTS ACT, 1877—Kay, J., in Chambers.

[A correspondent has favoured us with the following note of a case bearing upon the decision in *Brown* v. *Fenwick* (14 W. R. 257), and other cases, that, on a petition for re-investment of proceeds of sale of land taken compulsorily, the court has no jurisdiction to make the company or body pay costs when the money is not standing to the credit of the matter of the Act.] Testator devised certain freehold property, subject to trusts. In 1882 the Metropolitan Board of Works took the same, under their compulsory powers, paying purchase-money into court. In the same year the purchase-money was carried over from the account, "*Ex parte* The Metropolitan Board of Works, *In re* The Metropolitan Street Improvements Act, 1877, the vendor being trustee, without power of sale," to two separate accounts, one of which was intituled "*Ex parte* The Metropolitan Board of Works, *Re* Account of the estates devised by will of J. B. Jones in favour primarily of M. K. Jones for life, with remainders over, subject to duty." On the application of the remaindermen for payment out to them, as absolutely entitled on the death of the tenant for life, the board opposed the application, as far as regards costs, relying on *Melling* v. *Bird* (17 Jur. 155), *Brown* v. *Fenwick* (14 W. R. 257), and *Prescott* v. *Ward* (37 L. J. Ch. 691); but the chief clerk made the usual order for costs, and was supported by KAY, J., the contention of the Metropolitan Board that this account practically took the fund out of their control, and that the omission of mention of the special Act was

fatal, being held to be of no importance, considering the wide words of section 80 of the Lands Clauses Act, 1845, which was incorporated in the Metropolitan Street Improvements Act, 1879.

BANKRUPTCY CASES.

Ex parte SIMMONDS, *In re* CARNAC—C. A. No. 1, 30th October.

PAYMENT MADE UNDER MISTAKE OF LAW—RIGHT TO RECOVER—OFFICER OF COURT—TRUSTEE IN LIQUIDATION.

In this case the question was whether a sum of money which had been paid to the trustee in a liquidation by arrangement under a mistake of law, and which had been paid away by him in dividends to the creditors in the liquidation, could be recovered by the payer out of other assets in the liquidation. The debtor was the tenant for life of certain funds under the trusts of his marriage settlement. At his request the trustees sold out the trust funds, and employed £3,000, part of the proceeds of sale, in paying a debt of the tenant for life, and invested the remainder on a security not authorized by the settlement, but which produced a larger income than the previous investment did. An agreement was entered into between the tenant for life and the trustees that he should pay interest on the sum advanced to him, and that he should effect and keep up a policy of insurance on his life and assign it to them as a security for the £3,000. It was also agreed that out of the income produced by the interest paid by the tenant for life, and the dividends on the new investment, he should receive in each year the same amount as he had been in the habit of receiving from the old investment before the sale, and that the trustees should invest the surplus and add it to the capital for the benefit of his children, on the same trusts as the original investment was held. This arrangement was duly carried out. The tenant for life paid the premiums on the policy, and the trustees paid him every year the difference between the interest due from him on the £3,000 and the income which he had formerly received from the original investment. The surplus income they accumulated and invested. This went on for eighteen years. The tenant for life then filed a liquidation petition, and the trustee in the liquidation gave notice to the trustees of the settlement to pay the debtor's income to them. They, under a mistake as to their legal rights, complied with this notice, and, after paying the premium on the policy, they for some years handed over the whole of the remainder of the income to the trustee in the liquidation. This balance was less than the amount of interest due from the debtor on the £3,000. On discovering the mistake of law, the trustees of the settlement applied to the Bankruptcy Court for an order that the trustee in the liquidation should refund the amount which had thus been paid to him in error. It had been meanwhile distributed by him as dividends among the creditors in the liquidation. The debtor was dead, and the £3,000 had been made good out of the policy-moneys. Mr. Registrar Murray ordered the trustee to repay out of the assets in the liquidation the amount which had been paid to him in error, and this decision was affirmed by the Court of Appeal (Lord ESHER, M.R., and COTTON and LINDLEY, L.JJ.). Lord ESHER, M.R., said that it was clear that the payments made by the trustees of the settlement to the trustee in the liquidation were made in error under a mistake of law. What ought the court to do when the mistake was discovered? For the purpose of putting an end to litigation, this rule had been adopted by the courts, that, if one litigant party had obtained money from the other erroneously under a mistake of law, he could not recover it from his opponent. But the court had never intimated that it was a high-minded thing for a person who had obtained money in this way to keep it when the error was discovered; the court allowed him to do a shabby thing in order to avoid a greater evil—in order to put an end to litigation. But in *Ex parte James* (22 W. R. 937, L. R. 9 Ch. 609), it was laid down by the Court of Appeal that, although the court would not prevent a litigant from acting in this way, it would not so act itself, and it would not allow its own officer to do so. On the contrary, it would order its officer to do what any high-minded litigant would do, and not to take advantage of the mistake of law. This rule was not confined to the Court of Bankruptcy; if by mistake money was in the hands of an officer of a court of common law, the court would order him to repay it. No doubt, as between litigant parties in a court of equity, the court would not prevent one of them from doing a shabby thing. But his lordship could not help thinking that if money had under a mistake of law got into the hands of a receiver appointed by the court, it would order him to repay it. The trustee in a bankruptcy had always been treated as an officer of the court, and the court would order him to act in an honourable and high-minded way. *Ex parte James* was an authority for that. In that case, no doubt, the money in question had not been divided among the creditors, and the court was now carrying the principle somewhat further. But, though the money had been divided, the court saw that other money to the same amount was about to come into the hands of the trustee, and it had not been shown that any injury would be done to anyone by ordering the trustee to apply the money which was about to come into his hands in refunding the money which had been paid to him in error. The money which would be coming to him would be applicable in the payment of dividends to the creditors, and it was right that it should be applied in refunding the money which had been wrongly distributed among them. COTTON, L.J., said that the present decision would be a development of the principle of *Ex parte James*. But the fund available for the creditors in a bankruptcy must be regarded as one fund, and, if that fund had been erroneously increased, it was a just extension of the principle of *Ex parte James* to say that, out of moneys which might hereafter come into the hands of the trustee, and might be applicable to the payment of dividends to the creditors, the money paid in error ought to be replaced. The registrar's order might, if it was wished, be qualified by directing that the repayment was to be made out of any moneys which might be in the hands of the trustee, and applicable to the payment of dividends. LINDLEY, L.J., concurred.—COUNSEL, *Cooper Willis*, Q.C., and *Alexander*; *J. G. Wood*. SOLICITORS, *Emanuel & Simmonds*; *A. F. & R. W. Tweedie*.

Ex parte FORD, *In re* CHAPPELL—C. A. No. 1, 30th October.

PROOF—POSTPONEMENT OF CHARGE AT REQUEST OF BANKRUPT—IMPLIED PROMISE TO INDEMNIFY.—The question in this case was whether a person who, at the request of the bankrupt, had consented to postpone a charge to which he was entitled on an estate belonging to the bankrupt, was entitled to prove in the bankruptcy for the loss which he had sustained by reason of the postponement of his charge. For the purpose of the postponement he, having a second charge on the property, joined in a deed by which the property was charged with a further advance by the first mortgagee in priority to the second charge. This deed did not contain any covenant by the mortgagor to indemnify the second mortgagee against any loss which might result from the postponement of his charge. Ultimately the property was sold by the first mortgagee under his power of sale, and the proceeds of sale were insufficient to pay what was due to him. But if the second mortgagee had not agreed to postpone his charge there would have been a surplus beyond the amount due upon the first mortgage available towards payment of the second charge. The Court of Appeal (Lord ESHER, M.R., and COTTON and LINDLEY, L.JJ.), affirming the decision of a divisional court (Cave and A. L. Smith, L.JJ.), held that the second mortgagee was entitled to prove in the bankruptcy for the loss which he had sustained by the postponement of his charge—*i.e.*, the amount which he would otherwise have received out of the surplus proceeds of sale, on the ground that the court might infer an implied promise by the bankrupt to indemnify him against that loss.—COUNSEL, *Cooper Willis*, Q.C., and *Simonds*; *A. Charles*, Q.C., and *Yate Lee*. SOLICITORS, *J. E. Fox & Co.*; *S. Hamilton*.

CASES AFFECTING SOLICITORS.

In re BELL, Deceased—Chitty, J., 2nd November.

SOLICITOR AND CLIENT—INVESTMENT OF MONEY—RESPONSIBILITY FOR LOSS.

In this case a claim was made in an action for the administration of the estate of a deceased solicitor for a sum of £1,300 alleged by the claimant to have been received by the deceased, improperly invested, and lost. It appeared that, in 1874, the claimant Alcock employed the deceased in the sale of certain land, and that the purchase-money was left in his hands, and interest at four per cent. was regularly paid thereon by the deceased to Alcock until his death in 1881. Alcock then employed another solicitor, who received from the deceased's representatives, as the security upon which the purchase-money had been invested, a second mortgage, made in 1877, upon a farm already mortgaged for £6,500, Alcock being named in the deed as mortgagee. Alcock's solicitor objected to the security as deficient, but nothing further took place until June, 1884, when the money was unsuccessfully attempted to be called in. Alcock received interest until about that date. Alcock alleged that the purchase-money, to the amount of £1,300, was intrusted to the deceased for investment, and that, until after his death, he was altogether ignorant of the investment which had been made. It was submitted that the case was one of combined agency and trust, and *Craig* v. *Watson* (8 Beav. 427) and *Burdick* v. *Garrick* (18 W. R. 387, L. R. 5 Ch. 233) were relied on as supporting that view. CHITTY, J., said that not only was there some evidence showing that the deceased had communicated with the claimant as to the investment having been made, but, also, there was no evidence that the security had not depreciated—*e.g.*, through agricultural depression—but was deficient at the time when it was made. That should have been shown, for it was material to the support of the claim, when the relation of trustee and *cestui que trust* was endeavoured to be established. There was, however, nothing which showed such relationship between the parties, and the cases cited were only illustrations how trusteeship could be superadded to the relationship of solicitor and client. The measure of obligation in the present case was merely that the solicitor should invest the money, and the deceased was no more responsible for the investment actually made than would have been the case had he been a mere broker employed in an ordinary brokerage transaction. Nor did the fact of the money being in the hands of the solicitor before the investment was made, instead of being paid over afterwards, make any substantial distinction. He held, under the circumstances, that there was nothing which showed that a second mortgage was not within the solicitor's authority. In his view, the claimant, by holding the deed for three years, must be either presumed to have authorized the investment when made, or must be treated as having thereby ratified that which originally was done without authority. The claim was dismissed, with costs.—COUNSEL, *Whitehorne*, Q.C., and *Onslow*; *Romer*, Q.C., and *Nalder*. SOLICITORS, *Kime & Hammond*, for *Wilson & Son*, Louth; *Collyer-Bristow*, *Withers, Russell, & Hill*, for *Bell & Ingoldby*, Louth.

In re R. GALLAND (a Solicitor)—Chitty, J., 3rd November.

SOLICITOR AND CLIENT—LIEN FOR COSTS—DELIVERY OVER OF DOCUMENTS UPON PAYMENT INTO COURT OF SUM TO COVER LIEN.

In this case a summons by the Hull, Barnsley, and West Riding Junction

Railway and Dock Company was heard, asking that the respondent, the late solicitor of the company, might be ordered to deliver up papers and documents in his custody belonging to the company, upon payment by the company of such a sum of money as the court might think fit to answer the amount to be found due from the company to the respondent, and for delivery to the respondent within fourteen days of his bill of costs, and for an order for taxation. The respondent declined to deliver up the documents until his lien for unpaid costs was actually discharged. It was contended by the applicants that, although it was not usual to make the order asked for, yet the court had jurisdiction to make it under special circumstances: *Richards* v. *Platel* (1 Cr. & Ph. 79), *In re Murray* (1 Russ. 519), *In re Bevan and Whitting* (33 Beav. 439), *Re Jewitt* (34 Beav. 22), *Republic of Costa Rica* v. *Erlanger* (W. N., 1879, p. 7). The respondent contended that orders for delivery up upon deposit of money in court had only been made by consent, and that actual payment must be made before production could be ordered. It was argued that the decision of Lord Cottenham in *Richards* v. *Platel* was opposed to that of Lord Eldon in *Clutton* v. *Pardon* (Tur. & Russ. 301), and the decision of Malins, V.C., in *In re Faithfull* (L. R. 6 Eq. 325) was relied on as to the right of the solicitor to retain the documents until payment, and as distinguishing *In re Bevan and Whitting*. CHITTY, J., said that the question was whether the court had jurisdiction, under the circumstances of the case, to make an order upon payment into court of a sum sufficient to cover costs and costs of taxation. For his part, he respectfully concurred with Lord Cottenham when saying, in *Richards* v. *Platel*, that a solicitor's lien was equivalent to a contract. In that case, however, Lord Cottenham evidently considered that the court had the jurisdiction contended for, as he observed (p. 83) that, in a case of pressing necessity, it would undoubtedly be the duty of the court to take care that the solicitor's lien should not occasion the loss of the property. When *Clutton* v. *Pardon* was compared with *Richards* v. *Platel* it would also appear that Lord Eldon took a similar view to that of Lord Cottenham, and that there was no substantial difference between the two decisions. Lord Eldon, in fact, stated that the practice of the court was to make an order in a case of pressing necessity. The case of *In re Bevan and Whitting* had no bearing except for a *dictum* of Lord Romilly to a like effect. Lord Romilly's decision in *In re Jewitt* was, however, distinct upon the practice. He there stated the practice to be that where a sum was claimed by a solicitor, and delay occurred in taxation imputable to the fault of no one, his course was to make an order that the papers be delivered over on the amount being secured, and on an undertaking to produce them as required for the purposes of taxation. Lord Romilly there treated the order as almost a matter of course. That learned judge, it must be remembered, had at that time the chief cognizance of solicitors' cases, and was, therefore, particularly conversant with all practice relating thereto, and there was no doubt but that, in *In re Jewitt*, he was stating and acting upon the practice he had for years adopted. Modern text-writers also treated the practice as established that, in a pressing case, upon the client paying into court a sufficient sum to satisfy all claims for which the solicitor could have a lien, it was usual to make an order for delivery over with access for purposes of taxation. The ground of the practice was that in such a case it was inequitable to allow the solicitor to embarrass the client by detention of documents. The circumstances of the present case showed pressing necessity. There were numerous conveyances, the completion of which was necessary for the undertaking of the company, and could not be proceeded with without the delivery over of the documents required. He should, therefore, make the order asked for, upon a proper sum being deposited in court.—COUNSEL, *W. P. Beale; Russell Roberts.* SOLICITORS, *A. R. Oldman*, for *Lowe, Moss, & Co.*, Kingston-upon-Hull; *Brooksbank & Galland.*

BRISTOW v. SMYTH—C. A. No. 2, 4th November.

COMMITTAL FOR BREACH OF INJUNCTION NOT TO CARRY ON BUSINESS OF SOLICITOR—DISCRETION OF JUDGE—APPEAL—BREACH WITHOUT INJURY TO PLAINTIFF.

The question in this case was as to the practice of the Court of Appeal upon an appeal from the refusal of a judge to commit a defendant for breach of an injunction. The plaintiff and the defendant were solicitors, and they formerly carried on business in partnership at Rochester-row, Westminster. In 1880 the plaintiff brought this action for the dissolution of the partnership, and on the 24th of March, 1880, an order was made declaring that the partnership should be dissolved as from that day, and the usual accounts and inquiries were ordered to be taken and made; and it was by consent ordered that the plaintiff should, on or before the 7th of April, 1880, pay to the defendant the sum of £400, and that the defendant, upon such payment being made to him, and in consideration of £200—part of the £400—should assign to the plaintiff all his interest in the premises in which the business of the partnership had been carried on. And it was further ordered that the defendant should be perpetually restrained from carrying on, either alone or in co-partnership with any other person, the practice and profession of a solicitor in Rochester-row, or any place within one mile thereof, or from in any way practising or appearing as a solicitor or advocate in the Westminster Police Court. The £400 was duly paid by the plaintiff. In August, 1884, the plaintiff applied for an order to commit the defendant for some breaches of the injunction. The defendant then gave an undertaking not to commit any further breach. The defendant afterwards committed a further breach, and the plaintiff again moved to commit him. The defendant's answer to the application was that in March, 1884, he had entered into an agreement to pay the plaintiff 150 guineas, in consideration of his being released from the restraining order, this sum to be paid by weekly instalments of a guinea, and that, on the completion of the payments, the plaintiff agreed to release him from the restraining order, and the defendant said that he had paid the plaintiff upwards of £50 in pursuance of this agreement. The defendant also said that the plaintiff had, since March, 1883, ceased to practise at Rochester-row, and that he had left London and gone to reside at Faringdon, in Berkshire, and that his name did not appear in the *Law List* as a practising solicitor in London. Chitty, J., declined to make an order for committal, and in giving judgment, expressed an opinion that, by reason of the plaintiff having ceased to practise in London, the injunction had come to an end. In answer to an inquiry made by the Court of Appeal, he said that, in refusing the application, he intended to exercise his judicial discretion. The Court of Appeal (BAGGALLAY, BOWEN, and FRY, L.JJ.) refused to disturb the order. BAGGALLAY, L.J., adopted the decision of the Court of Appeal in *Jarmain* v. *Chatterton* (L. R. 20 Ch. D. 493, 26 SOLICITORS' JOURNAL, 259), as showing the reasons on which he founded his judgment, and read the head-note to the report of that case in the *Law Reports* as giving a good summary of those reasons—viz., "Where a judge has refused to commit for contempt, an appeal lies from such refusal, although, where that refusal has been simply an exercise of discretion, the Court of Appeal, while entertaining an appeal, will be slow to alter the decision of the court below." Chitty, J., had informed this court that he, in the exercise of his judicial discretion, thought that it was not a case for putting in force the extreme power of committal. The object of the injunction was to protect the plaintiff in the carrying on of a business for which he had paid. Though nothing was said in the order to limit the duration of the injunction to the time during which the plaintiff should be carrying on the business, still the object was to protect him against a similar business being carried on by the defendant so as to interfere with the profits of the plaintiff. The plaintiff was no longer carrying on business at Rochester-row, where a breach of the injunction would have interfered with his business. He had gone away to Faringdon, seventy miles off. Though in form there was a breach of the injunction, the plaintiff would not be injured by it. His lordship was not, however, prepared to say that he should agree with Chitty, J., on the question whether the injunction was at an end, but he thought that he had well exercised his discretion. BOWEN and FRY, L.JJ., concurred. —COUNSEL, *Oswald; T. Ribton.* SOLICITORS, *A. I. Bristow; W. D. Smyth.*

In re CARTER, CARTER *v.* CARTER—Kay, J., 27th October.

SOLICITOR AND CLIENT—LIEN—LOSS OF POSSESSION—STATUTE-BARRED DEBT—ADMINISTRATION ACTION.

In this case a question arose whether a solicitor was entitled to a lien over documents, removed from his possession against his will, to secure a debt which was barred by the Statute of Limitations; and further, whether he could enforce such lien for the purpose of impeding an administration action. KAY, J., said that the case raised several questions of some little perplexity. It appeared that Robert Carter, deceased, was a solicitor, and a partner in the well-known firm of Norris, Allens, & Carter. That firm had transacted business for a relative of Robert Carter, Charles Carter, who died in 1877. Robert Carter, as executor of Charles Carter's will, continued to employ the firm in the management of the estate. In the course of such business transactions there came into the possession of the firm certain documents which had been prepared by them on behalf of Charles Carter or his estate, and a large sum was due to them for costs and disbursements in connection with this business. This debt had now become statute-barred. In 1881 the partnership was dissolved by agreement, but the retiring partner, Robert Carter, continued to occupy a room on the partnership premises until the following year, when he removed to other offices, and took with him, without the consent of the firm, all the documents relating to Charles Carter's estate. The first question was, whether the firm had lost their lien upon the documents which had been prepared by them by the fact that such documents had been removed from their office by their late partner without their consent or permission. The test was this. Suppose an executor, a stranger to the firm, had walked into the office and had taken possession of documents relating to his testator's estate without any consent, would that have destroyed the lien? It was clear that it would not. The receiver in an action for the administration of Robert Carter's estate had taken from his representatives these documents, and they were, therefore, in the same position as if they were in Robert Carter's possession. There was also an administration of Charles Carter's estate, and these documents were wanted by the plaintiffs in that action, who were the present applicants, for the purposes of the administration. In that administration the firm had brought in a claim on the estate which must fail unless supported by these documents. If the applicants chose to abandon their rights under the statute, the documents must be given up to them, subject to the lien of the firm; but if not, the firm were entitled to obstruct proceedings by their lien.—COUNSEL, *Method; Marcy.* SOLICITORS, *Crossman, Crossman, & Prichard; Prior, Church, & Adams.*

ELECTION LAW.

ATKINSON *v.* COLLARD; FORD *v.* ELMSLEY—Q. B. Div., 5th November.

SERVICE FRANCHISE—RIGHT OF SOLDIERS TO VOTE.

In delivering judgment in these cases the Divisional Court (Lord COLERIDGE, C.J., GROVE and CAVE, JJ.) considered the right of soldiers to vote at parliamentary elections. A number of other cases turned on the decision to be delivered by the court in these two appeals. In the

case of *Atkinson* v. *Collard*, it appeared from the case stated by the revising barrister that the appellant was a sergeant in the 7th Dragoon Guards attached to the Cavalry Depôt at Canterbury, and had inhabited, by virtue of his service as such sergeant, two rooms in the cavalry barracks for the prescribed period. It was the duty of certain superior officers to inspect, and, for the purpose of maintaining order, to enter these rooms, of which, in other respects, the appellant had the exclusive use and occupation. Certain officers of superior rank occupied quarters in the same block of buildings. In the case of *Ford* v. *Elmsley* the facts were in general similar, except that the case found that the claimant had been absent on military duty at a considerable distance from his quarters for a period of twenty-one days. The court (Lord Coleridge, C.J., Grove and Cave, JJ.) held that the objection that the Crown was not specially mentioned in the Representation of the People Act, 1884, did not affect the right of soldiers who are duly qualified, under section 3, to vote, and that such enfranchisement cannot be said to be contrary to public policy; that the fact that certain superior officers resided in the same building did not disqualify their subordinates, because the former could not be said to be persons under whom the latter "served in his office, service, and employment" within the meaning of section 3 of the above Act; and that the right and duty of the superior officers to enter the quarters of their subordinates did not deprive the latter of the exclusive use and occupation of those quarters. With regard to the case of *Ford* v. *Elmsley*, however, the court held that as there had been a compulsory absence on the part of the claimant from his quarters for twenty-one days, it not being shown that he could, at any time, have obtained leave to return to his quarters for the night, the claimant had not, in fact, resided for the qualifying period and was not entitled to be registered as a voter.—Counsel, *Crump*, Q.C., and *Bargrave Deane; Asquith; Bompas*, Q.C.; *Hon. B. Coleridge; The Solicitor-General; Foote.* Solicitors, *Speechly, Mumford, & Landon*, for *Plummer & Fielding*, Canterbury; *Wyatt, Hoskins, & Hooker; Fox & Co.*, for *H. & B. J. Ford*, Exeter; *Hamilton*, for *Friend*, Exeter.

BANKS *v.* MANSELL and TANNER *v.* CARTER.—Q. B. Div., 30th October.

Break of Residence—Qualification of University Undergraduates.

In these cases the question as to the right of undergraduates at Oxford and Cambridge to vote at parliamentary elections was determined. It appeared from the cases stated by the revising barristers that at neither university is an undergraduate permitted to reside in his rooms during vacations without special leave from his college authorities. During those periods the rooms are let or otherwise made use of by the college without the consent of the undergraduates being obtained, except in special cases. The court (Lord Coleridge, C.J., Grove, and Cave, JJ.) held that, inasmuch as on entering the university the undergraduates had bound themselves to submit to regulations which compelled their absence from their rooms for six months of the year, unless special leave to remain could be obtained from the college authorities, this enforced absence amounted to such a break of residence as to disqualify them for the franchise.—Counsel, *Crump*, Q.C.; *H. Young; Asquith; Henn Collins*, Q.C.; *Moulton*, Q.C.; *Cockerell.* Solicitors, *Stretton & Hilliard*, for *Challenor & Son; Dudley; Foss & Ledsam*, for *Whitehead; Deane & Nash*, for *Ginn & Matthew.*

ADAMS *v.* FORD.—Q. B. Div., 30th October.

Service Franchise.

In this case the question arose whether the industrial trainer of a workhouse is entitled to the franchise if he has the exclusive use of rooms in the building, where the master of the workhouse also resides, and where a room is kept as a board-room for the guardians. In this case the master of the workhouse had no further control over the industrial trainer than could be implied from the power and duty to lock the workhouse gates in the evening at nine p.m., and to report the trainer to the guardians if he was out after that hour. The court (Lord Coleridge, C.J., Grove and Cave, JJ.) held that the master of the workhouse was not a person under whom the trainer served, and that the guardians could not be said to inhabit the workhouse.—Counsel, *Foote; Hon. B. Coleridge.* Solicitors, *Hamilton*, for *Friend*, Exeter; *Fox & Co.*, for *H. & B. J. Ford*, Exeter.

The other cases decided by the Divisional Court for hearing registration appeals during the week are summarized below.

Oct. 30.—In *McGarrel, Appellant*, v. *Overseers of Whitehaven and Preston Quarter* the court affirmed the decision of the revising barrister upon a question of disqualification by result of parochial relief. The claimant had a ticket for work from the guardians for which he received 1s. a day. The work was not remunerative, and relief was given with reference, not to its value, but to the necessities of the man, and the claimant, having children, received 3d. a week more. The Court said that the work gave no real return to the ratepayers for the money paid, which it was obvious was given to the claimant, not for the value of his work, but on account of his distress. The claimant, therefore, received parochial relief and was disqualified.

Oct. 30.—In *Baker* v. *The Town Clerk of Monmouth* the court affirmed the decision of the revising barrister, disallowing the claim of inmates of almshouses. The almshouses were for "poor single persons" of good character, who from age or accident were incapacitated from supporting themselves. They were each to live in one of the houses, and to have 10s. a week, and were liable to be ejected for misbehaviour. The court said that the mere receipt of eleemosynary bounty did not necessarily disqualify. On the other hand, persons in extreme indigence might be kept from parochial relief only by the alms received. It was a question in each case whether the receipt of the bounty disqualified, and here they were clear that it did; for the inmates were to be "poor persons unable to maintain themselves by their own exertions."

Nov. 2.—In *Wells* v. *Stanforth* the court affirmed the decision of the revising barrister, disallowing an objection that supplemental lists of claims had not been signed and published by the overseers in due time. Lord Coleridge said it was a principle that persons were not to lose their votes because the overseers had omitted something. To hold that they were would be to involve disastrous consequences, as the overseers might disfranchise any number of voters by such omission. Even if the Acts were silent on the point, it would require a great deal to induce the court to give a decision from which such consequences would follow. But the Acts were not silent upon it, for section 38 of the Act of 1843 rendered it imperative upon the barrister to insert the names of any persons whose qualifications are proved, and who were proved to have given due notice of their claims. That Act was not repealed, and in the present case the voters did all that was required of them, and the omission of publication was the act of the overseers. Moreover, there was section 18 of the Registration Act of 1885, which substituted the new forms and instructions, but provided that the mere disregard of them should not invalidate any list or notice.

Nov. 2.—In *Stubbing* v. *Halse* the court reversed the decision of the revising barrister, disallowing the claim, under the service franchise, of shop assistants inhabiting furnished rooms in the dwelling-house of their employers. Cave, J., stated the grounds of the decision as follows:—The first question was whether the claimant inhabited a dwelling-house by virtue of his service. Now, he did, in fact, inhabit the room by virtue of his service, and separately occupied it as a dwelling-house or habitation. The room was occupied by the claimant, and was occupied by him separately, for no one else but himself slept in it, and it was occupied by him as a dwelling, for it was not occupied by him in any other way than as a sleeping-room—that is, for sleeping, which was one of the purposes of a dwelling. If a man had the sole and exclusive use of a part of a house, that part was not occupied otherwise than separately by reason only that he was entitled to the use of some other part of the house, and he thought it was quite clear, on the statement of the facts, that the claimant had the sole and exclusive use of this bedroom, and that it was not occupied by him otherwise than separately, and not less so because he had the joint use of another part of the house for the purpose of taking his meals. The claimant, therefore, came clearly within the first part of section 3 of the Representation of the People Act, 1884, and he was not deprived of his vote by the other part of the section, for it was impossible to say that the master, who never went into the house, inhabited it, or that a mere caretaker who lived in it was a person "under whom" the claimant served.

Nov. 3.—In *Dakin* v. *Fraser* the court reversed the decision of the revising barrister, retaining the name of a man on the list who had not sent in his declaration as to change of qualification before the 5th of September.

Nov. 3.—In *Monifie* v. *Banger* the court reversed the decision of the revising barrister, amending a statement of qualification. The name of the voter was entered on the overseers' list as qualified for land and tenement, and he had occupied a school-yard and afterwards a dwelling-house and garden of less than £10 value. The barrister amended the statement of qualification, striking out "tenement" and inserting "dwelling-house." Leave was given to appeal.

Nov. 3.—In *Delooze* v. *Donoghue* the court affirmed the decision of the revising barrister with regard to a notice of objection. The name of the person objected to was in Division 1 of the occupiers' list for the North-West Ward, whereas the objector was in the North-East Ward. The notice of objection was, "I object to your name being retained as a voter for the borough of Warrington." The objector described himself as of the township of Warrington (Division 1, North-East Polling District 9, Parliamentary voters for the borough of Warrington). The person objected to contended that the notice was insufficient, as the lists to which the parties belonged were not specified. The barrister held the notice to be sufficient, and struck out the name of the voter.

Nov. 3.—In *Atkinson* v. *The Clerk of the Peace for Dorsetshire* the court reversed the decision of the revising barrister with regard to a qualification in respect of a plot of land bought for building purposes. The claimant had purchased a piece of land for £75 for building, but it had been unoccupied during the year, and the barrister thought that the value must be during the year, and that as nothing was made of it the land was of no value during the year, and disallowed the claim.

Nov. 3.—In *Foskett* v. *Kauffman*, the court affirmed the decision of the revising barrister allowing an objection to a claim for successive occupation, only one house being mentioned in the fourth column of the list, and the words, "in succession" not being in the third column. The court, however, gave leave to appeal, and the case was before the

Court of Appeal on November 5, and that court dismissed the appeal.

Nov. 3.—In *Down* v. *Steele* the court reversed the decision of the revising barrister on a question arising under section 17 of the Redistribution of Seats Acts, 1885, which provides that "where the place in which the qualifying property is situated is changed from one parliamentary area to another, then on the first registration such voter shall, as respects his right to be on the register, whether a right arising from successive occupation or otherwise, stand in the same position, so far as circumstances shall allow, in relation to the new area as if the Act had been in force before the commencement of the period of qualification and such voter had acquired his rights under the law in force at such commencement, and so much of the register of voters existing at the passing of the Act as relates to the new area had been a register for the new area. A place shall be deemed to be changed from one Parliamentary area to another when it becomes part of a constituency of which it did not form part before the Act, and where the area of the constituency of which such place before such change formed part becomes after such change part of two or more constituencies, each of such two or more constituencies shall for the purposes of this section be deemed to have included the whole of the said area." The claimant had occupied two houses successively for a year, and both were mentioned in the list. One of them was before in Beckenham, in the Western Division of Kent, and gave a vote for the county. The other was in Sydenham, in the same division, and gave a vote for the county. By the Redistribution Act the first became included in the Sevenoaks Division of Kent, and the other became included in the borough of Lewisham. It was objected that the successive occupation would not avail the voter, and the barrister rejected the claim. Lord COLERIDGE said that the Redistribution Act in almost every county altered the areas of constituencies, and in every instance where a voter's area was altered, the consequence might follow that he would lose his vote, and so numbers of persons would lose their votes. That was thought inexpedient, and this section 17 was inserted in the Act, providing that where an electoral area was altered, that then for the first year —as the area was altered without the knowledge of the voter—the law as to successive occupation requiring it to be in the same area should be suspended. That, surely, was a very reasonable and proper thing to provide, and had it not been provided in this section? It was that where an area became part of any other area this should take effect. And the words used fairly met the case which had arisen in the present instance.

In the Matter of an Application under the Municipal Elections (Corrupt Practices) Act, 1884, *Ex parte Phillips*, Q. B. D.—October 31.—This was an application on behalf of Mr. Phillips, a candidate for election to the London School Board, that that gentleman might, under sub-section 3 of section 20 of the Municipal Elections (Corrupt Practices) Act, 1884, be ordered to be exonerated from having been guilty of an illegal practice under the 16th section of that Act in having, through inadvertence, held a meeting on premises where intoxicating liquors were supplied to members of the society to which the room where such meeting had been held belonged. A previous application had been made on the 29th of October on affidavits showing that the act was committed through inadvertence, and without bad faith, and advertisements of the application had been published in two local papers on October 29. The court adjourned the application until this day, in order that further time for the notices of it might be given and that copies of the affidavits might be sent to the other candidates. It now appeared that copies of the affidavits had been served on all the other candidates and upon the returning officer. An opposition candidate to Mr. Phillips addressed the court with a view of showing that the application ought to be refused; but he was not understood to contend that the applicant had not acted in good faith, or that the illegal practice had not been solely due to inadvertence on the part of Mr. Phillips. The court said that, having heard what could be said against the application, they could not see how Mr. Phillips was not entitled to the order of exception, which would therefore be at once made in his favour.—COUNSEL for applicant, *Freeman*.

SOCIETIES.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the Hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 5th inst., the following being present—viz., Mr. Boodle (chairman), and Messrs. Collisson, Desborough, jun., Sidney Smith, H. G. Styan, Spencer Whitehead, and A. B. Carpenter (secretary), a grant of £55 was made to the widow of a member, and the ordinary general business was transacted.

HUDDERSFIELD INCORPORATED LAW SOCIETY.

The fourth annual meeting of the Huddersfield Incorporated Law Society was held in the society's rooms, Huddersfield, on the 2nd of October, 1885. Mr. CHARLES MILLS, the president, occupied the chair. The report (which was read by Mr. Dransfield, one of the honorary secretaries) referred to the death of the Mr. J. C. Laycock, the oldest solicitor in the town; to the death of the late Mr. Joseph Batley, who was, at the time of his death, president of the society and town clerk, and the deaths of Messrs. H. Heeley, W. B. Iveson, and A. T. R. Whitley, all members of the society. It also stated that during the year the Dyson memorial wing had been added to the library in memory of the late Mr. George Dyson, the first president of the society.

The PRESIDENT moved the adoption of the report, and, speaking of the proposals for the amendment of the land laws, stated that, in the majority of instances, the practical reforms in the laws had been suggested and carried into effect by members of the legal profession, and any well-considered measure having for its object the improvement of the land laws would receive the hearty support of the profession. He had no doubt that if titles were registered, dealings in land would be facilitated and the cost of transfer cheapened, but he feared that the advantages which were anticipated would not prove so lasting as some imagined, as, owing to the constant changes property underwent in its outward aspects, old landmarks would be obliterated and former descriptions rendered obsolete. He also considered that the stamp duties on conveyances were excessive and ought to be reduced.

The following resolutions were passed:—

1. That the report and statement of accounts presented to this meeting be approved and adopted.
2. That Mr. Charles Mills be appointed president of the society for the ensuing year.
3. That the following be appointed to the offices named:—Treasurer, Mr. R. P. Berry; hon. secretaries, Messrs. Charles Hall and William Ramsden; committee, Messrs. Walter Armitage, E. F. Brook, Jonas Craven, J. H. Dransfield, C. E. Freeman, G. G. Fisher, William Laycock, G. B. Nalder, J. W. Piercy, and James Yeoman; auditors, Messrs. G. L. Batley and J. F. Johnson.
4. That the Huddersfield Incorporated Law Society begs, at its first meeting after the elevation of Lord Halsbury to the woolsack, to offer its most hearty congratulations to his Honour Judge Giffard, the esteemed late judge of this district, and one of the honorary members of the society, upon the deserved distinction which has been conferred upon his brother.
5. That, in the opinion of this meeting, the present course adopted in the use of proxies at bankruptcy meetings is most unsatisfactory and prejudicial to the interests of the public, and it is expedient that creditors should, in all cases, be at liberty to give a general proxy to their solicitor to represent them at meetings of creditors, and that solicitors should not be placed in the position of being able to vote only for the special matter indicated in the proxy; and that the several law societies in the country be communicated with and asked to co-operate with this society, with a view to a deputation from the solicitors throughout the country waiting upon such officers of the Crown or Board of Trade as may be considered expedient with the view of carrying out the above resolution.
6. That Mr. Learoyd be requested to allow his paper as to "Counsel, Solicitors, and their Clients," read at Liverpool before the Incorporated Law Society, to be circulated.
7. That the proposals, (1), (2), and (3), on Mr. Learoyd's paper be hereby approved, and that the Incorporated Law Society and provincial law societies be requested to unite with this society in procuring the adoption of such proposals.

The following are the proposals referred to:—

(1) That the Council of the Incorporated Law Society of the United Kingdom be requested to encourage the relationship of counsel and client being placed by legislation upon the basis of contract in analogy, as far as practicable, to that of solicitor and client.
(2) That the society be requested to advocate the allocating of all causes to particular courts and the formation of bars attached to those courts, and that solicitors, as far as practicable, instruct the counsel who habitually attach themselves to such courts.
(3) That, in any reform in the trial of causes, the society be requested to advocate that the solicitor upon the record shall, in the absence of his counsel, as of right, be entitled, if he elects to do so, to conduct the cause of his client.

8. That the members of the society dine together (each member at his own expense) during this year.
9. That it is expedient that the members of this society should become members of the Incorporated Law Society.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

As a result of the general examination of students of the Inns of Court, held at Lincoln's-inn-hall, on the 19th, 20th, 21st, and 22nd of October, the Council of Legal Education have awarded to the following students certificates that they have satisfactorily passed a public examination:—Lawrence Arthur Adamson, Charles Edward Allan, Stanley Harding Alleyne, and Stephen Andy, Inner Temple; Harry Armytage, Middle Temple; Osmond Joakim Bagram, Edmund Barkworth, and Arthur Anderson Bethune, Inner Temple; John Ward Blagg, Algernon Cunliffe Bowring, and John Lees Casson, Lincoln's-inn; Henry Francis Cockburn, Reginald Henry Coke, George Julius De Reuter, and Edward Hornby Ede, Inner Temple; Philip Noble Fawcett, and Frederic Henry Fisher, Middle Temple; Richard Fisher, Lincoln's-inn; Henry Durley Grazebrook, Middle Temple; Harold Gundry, Frederick Heritage, William Ellis Hill, and William James Hill, Inner Temple; Charles Elliott Edward Jenkins,

Lincoln's-inn; Cyril Lloyd Jones, Middle Temple; Ernest William Jordan, Gray's-inn; David James Balfour Kirke, Middle Temple; Adrian Knox, Inner Temple; Bertram Lisle, Gray's-inn; John Marshall and Charles Montague Neale, Middle Temple; Percival Chase Parr, Inner Temple; Alfred Pattullo, Lincoln's-inn; John Edward Redmond and James Eldon McCombie Salmon, Gray's-inn; Edward Scholes, Frederick Arthur Sibly, Robert Percy Francis Wilkinson Simpson, Charles Edward Stewart, and Thomas Allen Stokes, Inner Temple; Evan Lewis Thomas and Charles Herbert Tylee, Lincoln's-inn; George Frederick Underhill, Inner Temple; Adam Walker, John Edward Power Wallis, Johannes Wilhelmus Wessels, and Edward Towler Wilkinson, Middle Temple.

The following students passed a satisfactory examination in Roman law:—Aziz Ahmad, Middle Temple; John Henry Anderson, Gray's-inn; James Beresford Atlay, Lincoln's-inn; Cotterell Egerton Ward Boughton-Leigh and Edmund Bourke, Inner Temple; Harold Catmur Brushfield, Norcross Burrows, Henry Strother Cautley, Arion George Christopher, and James Walker Clydesdale, Middle Temple; William Cooper, Inner Temple; Reginald Robert Corkling, Lincoln's-inn; Patrick Dargan, Satya Ranjan Das, Giles Andrew Daubeny, and Hubert Sydney George Barrow Doo, Middle Temple; Geoffrey Drage, Lincoln's-inn; Robert James Drake, Middle Temple; Stephen Fairbairn and James Oswald Fairfax, Inner Temple; Edward Claudius Scotney George, Middle Temple; Hardinge Frank Giffard, Inner Temple; Arthur Edwund Gill, Gray's-inn; Arthur Henry Hardinge, Alfred John Hart, and Henry Colquhoun Hayter, Inner Temple; Charles Ormond Hazell, George Piers James Hume, Duncan Macrae Hutson, John Inglis Freake Jardine, Roland Jevons, Howel Jones, Alfred Kalisch, Krishna Singh Kapur, John Henry Keeling, Moung Kyaw, Roshan Lal, John Robert MacIlraith, and Michael Stewart Johnstone Macmorran, Middle Temple; Robert Allan McNab and George Maryon Maryon-Wilson, Inner Temple; Sylvain Mayer, Middle Temple; Richard Wellington Menneer, Inner Temple; William Thomas Mitchell, Middle Temple; Douglas William Owen and Marshall Harcourt Paine, Inner Temple; George Bettesworth Piggott, Nai Pleng, Robert Garraway Rice, and Matthew Adkins Rundell, Middle Temple; John Sarbah, Lincoln's-inn; David Emile Seligman, Inner Temple; Joseph Eugene Serret, Middle Temple; Richard Sheil and William Staunton Sherrington, Inner Temple; Satyendra Prasanna Sinha, Lincoln's-inn; Charles Edward Seth Smith, Inner Temple; Ernest Robert Stable and Wilmot Lushington Vyvyan, Lincoln's-inn; Herbert George Ward, Edward Burgess Weatherall, and Douglas Watkin Wynn Williams, Inner Temple; Thomas Horrocks Wilson, Middle Temple; and Pridham Henry Wippell, Inner Temple.

LAW STUDENTS' DEBATING SOCIETY.

The usual weekly meeting was held at the Law Institution, Chancery-lane, on Tuesday, the 3rd inst.; Mr. Arnold Austin in the chair. The subject for debate was as to the position of a mortgagee under an instrument executed on the 1st of October, 1880, who had taken possession and managed the estate. Having insured the buildings in his own name, and not having charged the premiums in his account against the mortgagor, he received, on the buildings being burnt down, the full insurance money, which amounted to more than the sum due to him on his security. The question was whether he could be made to account to the mortgagor. The debate was opened in the affirmative by Mr. A. H. Hughes, with whom were Messrs. Freeman, Biden, and Bennett. The negative was opened by Mr. S. G. Spreat, with whom were Messrs. Crawford, Devonshire, Riddell, Bernard Hill, and Rowsell. The opener having replied, and the chairman summed up, the question was decided in the negative by a majority of seven votes.

THE LAND TRANSFER QUESTION.

Besides the newspaper correspondence on this subject, which has temporarily abated, several pamphlets have appeared which deserve notice. The first is by Mr. E. M. Underdown, barrister.* He points out that transfer *by the register* is impracticable, and an instrument of title is wanted as a voucher for the registrar. The registrar should note the leading particulars of the instrument, and make a reference to *that* for details, showing the intention of the parties. Counterparts should, as at present, be retained by the parties, but the original act should be deposited, and under certain restrictions be open to inspection in the offices of *an official witness to the execution*, who should be a public official, notary, or commissioner, *before whom they must be executed*, remaining there during the lives of such officers, and to be placed in the public archives after their deaths. The author adds that he has seen this system work over vast portions of the globe, where French, Spanish, and Italian laws, or codes based upon the laws of those nations, prevail.

"Our best legal authorities," he says, "are fully aware of the manifold interests and estates arising out of our law (which the principles of equity have rendered more complicated in *form* by the adoption and expansion of *trusts*), have wavered between registration of *titles* and registration of *deeds*. I have long been familiar with systems which provide for *both*—*i.e.*, first, for showing by a public record the general nature of the ownership, possession, and occupation of realty, and the charges thereon; secondly, for the custody of the 'deeds' or instruments containing the details of the interests held or claimed, and of the charges existing. A cadastral survey and map is not a *sine qua non*; it will faciliate descriptions of boundaries, &c., but will not obviate their necessity, while descriptions by statements of boundaries and abutments, with ordinary maps and plans, are quite sufficient for the purposes of a public register. I cannot agree with the suggestion that there should be more than one register list for property and charges. With respect to *compulsion* it is evident that no violent change of system directed to the doing away with deeds, nor one obliging actual holders of property to disclose the nature of their titles, will ever be suddenly admitted. Some means must be found for making registration effectual which will not really clash with existing usages, but gradually modify them. The only rule of law savouring of compulsion which is necessary, is a provision that no transfer of realty, or creation of easements or charges, &c., affecting the same, shall be good as *against third persons*, without an inscription, in the first place, of the property, and, in the second, of the nature of the interest or charge acquired or created thereon, by the assignee, purchaser, or mortgagee. In the case of devolution upon death the representatives of the deceased should be *bound to inscribe*. By following this plan all lands and realty in Spain were brought on to the registers in less than thirty years, the great bulk in much less."

"Now as to forms. Shortly and by example to illustrate a practicable plan (it is obviously impossible to go into details), I will assume a registration district to be conterminous with a parish, division, or hundred, and the register to be kept by some official, appointed for the purpose, who may well hold other posts of a similar kind. Sets of books alphabetically arranged will be applicable to sub-districts I., II., &c. A. dies; his son B. takes under the will the realty, a freehold, subject to a mortgage, with charges for the widow and daughters. Upon the public registry will appear:—

Number of Entry.	Property named shortly described in Boundaries.	Reference to Charges, &c., in former Entries.	Nature of Interest now created.	Instrument.	Where Filed and No.
23	House, 28, Air Street, Southampton. Parish— District—	Devolution. S. to J. Vol. II. Fol. 6. No. 3. — Mortgage, J. to K. Vol. II. Fol. 20. No. 6.	Fee simple, devised by J. to I., subject to charges.	Will of J. } Probate of }	R. White, Notary, Fleet Street, London. No. —.
24	Cherry Orchard. — Boundaries. N. Old Kent Road. W. Canal. E. Farmyard of E. S. S. Field of T. U.	Annual rent charge, £100. Vol. I. Fol. 72. No. 5.	Purchase and Sale from T. L. to R. Q., present proprietor.	Deed executed before Commissioner J. Smith, Nov. 25, 1884.	Public Registry Dover District, No. 628, Vol. 3. Fol. 1000.
25	Land described.	Bought by A. B. from B. S. Vol. II. Fol. 36. No. —.	Mortgage £1000. Period five years from April 1, 1885. Interest at 5 per cent. A. B. to Y. Z.	Deed executed before J. Lyne, Commissioner, Dover. Dec. 5, 1885.	Office of J. Lyne, Dover. No. —.

In order to make the entry of devolution, the will or probate, and for the charges, the deeds, if any, or settlements, must be presented,* inspected, and inscribed, and upon each instrument will be *noted* the number of the entry in the registers, signed by the registrar, while the register refers to the instruments and to their place of *deposit*, and their current numbers. Now as to the instruments themselves and their execution and *publicity*. The differences between English and Continental systems, as to conveyances or mortgages, are more of *form* than substance, but are exceedingly important. Here, a deed (with a bit of red wax) is *supposed* to be made and *delivered publicly*; but to constitute what foreign law would admit as 'a *public* instrument,' a really solemn execution is required *before a public official*—*i.e.*, a witness *de officio*—and of this public instrument—the only one by which realty can validly be dealt with—a proctocol, original, or abstract, remains deposited in the hands of the public officer, witness, or *notary*. This protocol, in Spain and Spanish countries is an accurate copy of the actual instrument, and others of importance mentioned therein—and of this protocol *original copies* are given to the parties executing, if they both or all require it. This protocol, of course, contains the full

* *Note of Presentation of Instrument for Inscription.*

No. —. I, A. B., of —, do herewith present this — of —, a deed executed at —, on the — day of —, before the (Solicitor, Commissioner, Judge, Notary), in virtue whereof C. D., of —, constitutes a (mortgage charge or other interest) in favour of myself, of £—, at — per cent. interest upon the piece of land — in the district of —.

Dated —. Signed —. Fee and

* Registration of Titles and Deposit of Deeds: A Letter to Baron Halsury. Stevens & Haynes.

details and particulars of the title *referred to* in the register, and upon each is a reference to the inscription, which must, to make the transfer good against third parties, be forthwith made in the public local register, itself referring to the instruments as above shown. Hence we have both a registry *of title* and *of deeds*—the one in the registry, the other in the books or archives of the notary or public officer who has the custody of the public act. No valid transfer, charge, or burthen can be created or cancelled without reference to both the instruments and the register. It will be seen that the essence of the matter is, that the notary, or whoever may be officially authorized to act as a holder or depository of deeds (as, for instance, commissioners for oaths are now appointed), will be the person before whom public instruments will be *executed*, and he will retain either the originals, or, as in France, an abstract, transcription, or protocol, in his office for reference. On his death such deeds will be deposited in a local public registry. In a Spanish notary's office deeds could recently have been seen which have been there for 300 years; now upon death they are transferred to the public local archives."

The advantages the author claims for registration, carried out somewhat in the form above indicated, are

(*a*) Public or solemn execution of deeds, the effect of which is explained to the parties or their authorized representatives appearing by a public officer. There is great value in the office of notary for this purpose, and the next—*i.e.*,

(*b.*) Perfect evidence of execution.

(*c*) The title claimed, or the right or charge constituted, must be defined upon the face of the papers presented for inscription.

(*d.*) Safety. Titles can hardly be lost, for if the original or protocol were destroyed, there remain, in the hands of the parties, two or more copies, from which a new protocol could be made.

(*e.*) Fraudulent mortgages would be almost impossible, as well as the stealing or pawning of deeds, which would be ineffectual.

(*f.*) Mortgage companies or bankers, like the Credit Foncier of France, could obtain moneys at low rates, and lend on inscribed securities.

(*g.*) All titles would soon come on to the register, and prescription or limitation would ripen the same into absolute titles.

(*h.*) Sales could be readily effected, as well as charges, the purchase-money or loan being made payable or repayable by instalments.

(*i.*) Parties would benefit from the simplicity and cheapness of the operations, and the State, after paying the officers out of the fees, would realize a profit from the stamp duties, which could be proportionate.

Another pamphlet by Mr. WILLIAM WHITWORTH, barrister,* discusses some alterations in the law which appear to the author to be both desirable in themselves and calculated to facilitate a system of registration. In the first place, the author discusses the extent to which the power of settlement should be limited. He would provide that settlements hereafter to be made, whether by will or deed *inter vivos*, should be made in substance to conform to the existing practice on the settlement of personal property, and that some limitation should be placed on the power given to the parents of making an unequal division of the settled property, so that they could not by means of such property "make an eldest son," even if they desired to do so. The technical rules for carrying the above scheme into effect might, he suggests, be framed somewhat in this manner:—

1. No life estate should be limited by settlement to any person unborn at the date of a settlement, or by will to any person unborn at the death of a testator, except that life estates might be given to the wife or husband of any person qualified to take a life estate under the settlement or will. If life estates were in terms given to persons unqualified to take them, such estates should either be declared void or be treated as conferring absolute interests.

2. No person unborn at the date of a settlement or at the death of a testator should either under or in default of the exercise of any power of appointment take more than double his aliquot share (having regard to the number of his brothers and sisters who attain twenty-one) of the property, subject to the trusts of the settlement or will.

3. As it would be necessary to make provision for cases where settlements or wills might, in fact, be framed in contravention of rule 2, it might be enacted either that all limitations which did not conform to rule 2 should be void, or, I should myself prefer, that (subject to the right of giving any child or children directly or by way of appointment double portions) every gift or limitation to a person unborn at the date of a settlement, or at the death of a testator, should necessarily imply a gift to that person and his brothers and sisters in equal shares.

The above proposals, while preserving the power of settlement to a reasonable extent, would completely destroy the existing practice of entail and resettlement. The effect of putting property into settlement, if the settlement were framed in accordance with the above proposals, would insure its division within a reasonable time, and the only way of retaining an estate undivided would be to give it as a whole to one person for his own benefit.

In addition to the limitation of the existing power of settlement, and the mode of effecting such limitation, there are other questions relating to the law of property which the author thinks deserve consideration at the present time. He makes the following suggestions:—

1. To further limit the period during which the accumulation of income should be legal.

2. The compulsory enfranchisement of copyholds and the permissive enfranchisement of leaseholds, and the mode by which these objects can be best accomplished.

3. The amendment or repeal of the Law of Mortmain. To a lay mind it would seem inconceivable that, while a testator may give to charitable purposes Consols or railway debenture stock, without any limit as to amount, he cannot give a single pound's worth of stock of the Metropolitan Board of Works. Mr. Gladstone has more than once made proposals for the taxation of the property of charities. If such property were made liable to ordinary taxation, would it not be reasonable to free all charities (as well as a few favoured charities) from the restrictions of the Mortmain Act—proper provisions being made for compelling a sale of all land within a limited period of its acquisition?

4. The liability of land to covenants restrictive of its free use and enjoyment. Ought not some limit to be placed on the period during which such covenants remain binding? Or should not power to relax such covenants be given to some local authority?

5. The devolution of property in cases of intestacy, without leaving near kindred.

6. The fixing by statute of a period after which it should be presumed that a woman is incapable of bearing children.

7. The conferring upon female infants, not being wards of court, the power of making proper settlements upon their marriage without the necessity of applying to the court; the Married Women's Property Act, by settling all property to the separate use of married women, having prevented the husband's covenant operating to make a binding settlement.

8. The extension of the powers of investing trust funds conferred by law upon trustees; trustees under the Settled Land Act having wider powers of investment than ordinary trustees.

9. The power of making, by direct means, but to a limited extent, an inalienable provision for persons who are spendthrifts or incapables.

10. If a registry is established, should not an effort be made to assimilate, in some respects, the land laws of England and Scotland?

* *Land Tenure Reform*: A Letter to Horace Davey, Esq., Q.C., M.P. William Maxwell & Son.

LEGAL APPOINTMENTS.

Mr. JOHN CHARLES HARDY, solicitor (of the firm of Vandercom, Hardy, Oatway, & Dalton), of 23, Bush-lane, has been appointed by Alderman Sir Francis Truscott, Ward Clerk of Dowgate Ward, in succession to Mr. Henry Homewood Crawford, who has been appointed City Solicitor. Mr. Hardy was admitted a solicitor in 1864. He is solicitor to the Commissioners of Lunacy, and vestry clerk for the parish of Allhallows-the-Less.

Mr. WILLIAM ARTHUR WATTS, solicitor, of St. Ives, Huntingdonshire, has been appointed Clerk to the Somersham School Board. Mr. Watts was admitted a solicitor in 1875. He is clerk to the Hurtingstone Highway Board, and to the Commissioners of Taxes for the Hurtingstone Division.

Mr. JOHN PHILIP GOLDSMITH, solicitor (of the firm of Venning & Goldsmith), of Devonport, has been appointed Clerk to the Devonport School Board. Mr. Goldsmith was admitted a solicitor in 1868. He is treasurer for the borough of Devonport, his partner, Mr. John James Edgcombe Venning, being town clerk.

Mr. BENJAMIN BISSILL DYER, solicitor, of Boston, has been appointed Clerk to the County Magistrates at that place. Mr. Dyer is clerk to the Boston Harbour Commissioners and to the Commissioners of Taxes. He was admitted a solicitor in 1865.

Mr. ALFRED CRICK FREEMAN, solicitor (of the firm of Crick & Freeman), of Maldon, has been appointed Deputy Sheriff and Deputy Returning Officer for the South-Eastern Division of the County of Essex. Mr. Freeman is registrar of the Maldon County Court, clerk to the Maldon Board of Guardians, and superintendent registrar. He was admitted a solicitor in 1863.

Mr. EDRIC BAYLEY, solicitor (of the firm of Bayley, Adams, & Hawker), of Raydon House, Potters-fields, Tooley-street, has been elected a Member of the School Board for London for the Southwark Division. Mr. Bayley is an M.A. of Oriel College, Cambridge. He was admitted a solicitor in 1867, and he is clerk to the St. Olave's District Board of Works and vestry clerk of the parish of St. John, Horselydown.

Mr. FREDERICK WILLIAM LUCAS, solicitor (of the firm of Byrne & Lucas), of 22, Surrey-street, has been elected a Member of the School Board for London for the West Lambeth Division. Mr. Lucas was admitted a solicitor in 1865.

Mr. W. P. ST. LEONARDS CHUBB, solicitor, of 29, Lincoln's-inn-fields, London, has been appointed a Commissioner for Oaths for the Supreme Court of the Colony of New South Wales.

Mr. PHILIP CHASEMORE GATES, Q.C., has been appointed Judge of County Courts for Circuit No. 11, on the resignation of Judge Hughes. Judge Gates is the second son of Mr. George Gates, of Steyning, Sussex, and was born in 1824. He was educated at Caius College, Cambridge, where he graduated as a senior optime in 1847. He was called to the bar at the Inner Temple in Michaelmas Term, 1850, and he has practised on the South-Eastern Circuit. He became a Queen's Counsel in 1877. He is a bencher of the Inner Temple, and he has been recorder of the borough of Brighton since 1879.

Mr. FREDERICK WALTON ATKINSON, of the firm of Atkinson & Dresser, 3, Circus-place, Finsbury-circus, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

PARTNERSHIP DISSOLVED.

EDWARD WILLIAM LE RICHE and EBENEZER LE RICHE, solicitors (Le Riche & Sons), 23, Rood-lane, London. Oct. 26. [*Gazette*, Oct. 30.]

LEGAL NEWS.

The death is announced of M. Senard, the distinguished French *avocat*, at the age of eighty-five. He was Minister of the Interior in General Cavaignac's Cabinet of 1848, but afterwards retired into private life and pursued his profession as an advocate at the Paris bar. In 1874 he was elected Batonnier of the Order of Advocates.

The *Central Law Journal*, published at St. Louis, says that "When Lord Coleridge was in Washington, he was invited to a seat on the Supreme Bench—an honour which, it is believed, had hitherto been accorded to no person not a member of the court. He testified his appreciation of it, we are informed, by taking a nap during the proceedings." The writer adds, in extenuation of this slip, that the Lord Chief Justice "had lost much sleep in consequence of our perhaps too excessive hospitality—an infliction which Chief Justice Waite seems not to have suffered in England."

"A Returning Officer" writes to the *Times*: "I am a returning officer for one of the divisions of a county, and have already received notice from a gentleman seeking the suffrages of the electors of the appointment by him of his election agent. But is not this gentleman a little premature?—for although section 24, sub-section 3, of the Corrupt and Illegal Practices Prevention Act (46 & 47 Vict. c. 51) enacts that "on or before the day of nomination the name and address of the election agent of each candidate shall be declared in writing to the returning officer," yet section 63 of the same Act defines 'a candidate' to mean—(*a*) a person elected to serve in Parliament at an election; (*b*) a person nominated as a candidate at an election; (*c*) a person declared by himself or by others to be a candidate on or after the day of the issuing of the writ for an election or after the dissolution or vacancy in consequence of which a writ shall have been issued."

On Monday, when Mr. Justice Day took his seat, the first of the three cases in his list for the day—that of *Lord Tredegar* v. *Alexandra (Newport) and South Wales Docks and Railway Company and Newport (Alexandra) Dock Company (Limited)* was called, but his lordship was informed by Sir Farrer Herschell that in all probability terms of settlement could be arrived at between the parties if the hearing were adjourned, and the learned judge ordered it to stand out of the list. His lordship was then informed that in the third case a compromise had been arrived at, and judgment in it was taken by consent for the plaintiff on terms agreed. The second case was then called on, but nobody appeared in it on either side, and his lordship, after waiting a short time, made an order for striking it out. The earned judge thus rose before eleven o'clock.

The report of the special committee of the London School Board on the legal work of the board has been left for the consideration of the new board, which comes into existence with the 1st of December. The proposal of the special committee is as follows:—"1. That the solicitors receive for the work for which the salary of £1,500 a year is now paid the sum of £500 *plus* payments for sites scheduled in the book of reference, as follows:—£10 for each site under Table A (original sites); £5 for each site under Table B (sites for enlarging schools or playgrounds, for providing schoolkeepers' houses, and for general improvements). 2. That for conveyancing business the solicitors be paid in accordance with the General Order made in pursuance of the Solicitors' Remuneration Act, 1881 (including *minimum*) *plus* £10 for each interest in respect of which money is paid into court under any section, *plus* £20 for each disputed compensation before a jury or arbitrator in respect of which briefs are prepared, or £10 if before a police magistrate; but with no other extras, except the payments out of pocket allowed by the General Order. 3. That cases of transfer, where a substantial interest is conveyed to the board, be paid for at the rate of £10 in each case. 4. That business not comprized under these heads be paid for on ordinary terms. 5. That the board reserve to themselves the power, in any special cases where they think it advisable, to employ other solicitors."

The *Central Law Journal* says:—A curious complication has arisen in reference to the judgeship of the Superior Court of San Francisco, Cal. Judge Clough, the lawful incumbent of the office, became insane while discharging his duties, and while insane, under the pressure of the influence of his wife, resigned his office. The governor accepted his resignation, and appointed Mr. Levy as his successor. Subsequently, Judge Clough recovered his reason, and instituted a proceeding for the recovery of the office. The complication is a curious one, and at this writing we have not heard how it was settled. The Code of California declares that a person of unsound mind can make no conveyance or other contract, nor waive any right until his restoration to sanity. Is the right to hold a public office such a right as may not be waived within the meaning of this provision? Probably it is; and the question will therefore be whether Judge Clough resigned his office while really insane or during a lucid interval. Meantime there is not a particle of doubt that the acts of Judge Levy while holding the office are valid, so far as the rights of third persons are concerned, though he will not be entitled to draw the salary attached to the position, as against Judge Clough. This question, it will be remembered, was mooted in the case of the late Mr. Justice Clifford, of the Supreme Court of the United States, who for a considerable period before his death so far lost his intellect by disease as to be incapable of resigning his office.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	V. C. Bacon.	Mr. Justice Kay.
Mon., Nov. 9	Mr. Koe	Mr. Leach	Mr. Pemberton	Mr. Pugh
Tuesday ... 10	Clowes	Beal	Ward	Lavie
Wed..... 11	Jackson	Leach	Pemberton	Pugh
Thursday.. 12	Carrington	Beal	Ward	Lavie
Friday 13	Lavie	Leach	Pemberton	Pugh
Saturday .. 14	Pugh	Beal	Ward	Lavie

	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Nov..... 9	Mr. King	Mr. Clowes	Mr. Carrington
Tuesday 10	Farrer	Koe	Jackson
Wednesday..... 11	King	Clowes	Carrington
Thursday..... 12	Farrer	Koe	Jackson
Friday 13	King	Clowes	Carrington
Saturday 14	Farrer	Koe	Jackson

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GREAT EASTERN SYNDICATE, LIMITED.—The judge acting in vacation has by an order, dated Sept 9, appointed John Edey, 10, St Swithin's lane, to be official liquidator

IMPORTED MEAT COMPANY, LIMITED.—Petition for winding up, presented Oct 28, directed to be heard before Bacon, V.C., on Nov 7. Pritchard and Son, Gracechurch st, solicitors for the petitioners

MEXICAN MINING COMPANY, LIMITED.—Petition for winding up, presented Oct 26, directed to be heard before Kay, J., on Nov 7. Whitfield, King st, Finsbury sq, solicitor for the petitioners

"WYCLIFFE" STEAMSHIP COMPANY, LIMITED.—Petition for winding up, presented Oct 27, directed to be heard before Bacon, V.C., on Nov 14. French, Crutched Friars, solicitor for the petitioners

[*Gazette*, Oct. 30.]

LANCASHIRE COTTON SPINNING COMPANY, LIMITED.—Petition for winding up, presented Nov 2, directed to be heard before Pearson, J., on Nov 14. Gregory and Co, Bedford row, agents for Fox, Manchester, solicitors for the petitioners

LANCASHIRE COTTON SPINNING COMPANY, LIMITED.—Petition for winding up, presented Oct 30, directed to be heard before Pearson, J., on Saturday, Nov 14. Fallows and Rider, Lancaster pl, Strand, agents for Coleman and Co, Birmingham, solicitors for the petitioner

R. S. TRAILL AND COMPANY, LIMITED.—Creditors are required, on or before Dec 3, to send their names and addresses, and the particulars of their debts and claims, to Robert Lindsey, 60, Queen Victoria st. Friday, Dec 18, at 11, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, Nov. 3.]

UNLIMITED IN CHANCERY.

BELFAST CENTRAL RAILWAY COMPANY.—Chitty, J., has fixed Nov 12, at 11, at his chambers, for the appointment of an official liquidator

[*Gazette*, Nov. 3.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

MERSEY HARDWARE MANUFACTURING COMPANY, LIMITED.—By an order made, dated Oct 20, it was ordered that the company be wound up. Tyrer and Co, Liverpool, solicitors for the petitioner

STANNARIES OF CORNWALL.

UNLIMITED IN CHANCERY.

NINNIS DOWNS TIN MINING COMPANY.—Petition for winding up, presented Oct 26, directed to be heard before the Vice Warden, at the Prince's Hall, Truro, on Monday, Nov 23, at 12. Hodge and Co, Truro, agents for Higman, St Austell, solicitor for the petitioners

[*Gazette*, Oct. 30.]

FRIENDLY SOCIETIES DISSOLVED.

HEARTS OF OAK SOCIETY, Royal Oak, Deptford, Kent. Oct 24

[*Gazette*, Oct. 30.]

SALES OF ENSUING WEEK.

Nov. 10.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Ground Rent (see advertisement this week, p. 4).

Nov. 10.—Messrs. MASTERMAN, EVANS, & CO., at the Mart, at 2 p.m., Leasehold Ground Rents (see advertisement, Oct. 31, p. 19).

Nov. 11.—Messrs. HARDS & JENKINSON, at the Mart, at 1 p.m., Sugar Estates (see advertisement, Aug. 29, p. 4).

Nov. 12.—Messrs. READEL & CO., at the Mart, at 1 p.m., Shares (see advertisement, Oct. 31, p. 19).

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

EDWARDS, JOHN, Blakesley, Northampton, Farmer. Dec 10. Hardinge v Edwards, Kay, J. Metcalfe, Furnival's inn

FOWLER, JOSEPH THOMAS MILLINGTON, Regency st, Westminster, Wheelwright. Dec 10. Hudson v Fowler, Kay, J. Rook, Gresham bldgs, Basinghall st

WINFIELD, EDWARD HIGGIN, Bromley Park, Gent. Dec 4. Higgin v Higgin, Chitty, J. Hind, Lincoln's inn fields

[*Gazette*, Nov. 3.]

CREDITORS UNDER 22 & 23 VICT. CAP 36.

LAST DAY OF CLAIM.

BAGNALL, WILLIAM, York, Ironfounder Jan 1. Turner, Leeds

BENSON, MARINDA, Oakley st, Chelsea. Jan. 1. Emanuel and Simmonds, Finsbury Circus

BLACKIE, GEORGE, Strand, Watch Maker. Nov. 20. Toovey, Orchard st, Portman sq

BUTCHER, ROBERT EDWARD, Norwich, Gent. Dec. 6. Mills, Norwich

COOKE, the Rev WILLIAM, D.D., Forest Hill, Kent. Nov. 2. Mote and Son, Forest Hill

CRABTREE, SAMUEL, Failsworth, Moston, Lancaster, Dyer. Dec. 1. Addleshaw and Warburton, Manchester

DETMOLD, CHARLES FREDERICK, Tunbridge Wells, of no occupation. Dec. 15. Andrew and Cheale, Tunbridge Wells

DOWNES, PHILADELPHIA, Royal Leamington Spa. Nov. 30. Moore, Warwick

FOULKES, ISAAC, Hawarden, Flint, Sailor. Oct. 19. Carrington and Baker, Chester

GODLONTON, ROBERT, Grahamstown, Cape of Good Hope. Flux and Co, East India avenue

GUY, WALTER JAMES, Londesborough rd, Solicitor. Nov. 20. Toovey, Orchard st, Portman sq

HAMMERSLEY, ROBERT, Hanley, Builder. Dec. 10. Coopers, Newcastle

HANCOCK, SOLOMON, Leicester, Maltster. Dec. 29. Haxby and Partridge, Leicester

HATCH, MARY EDITH, Marden, Kent. Nov. 20. Hinds and Son, Goudhurst

HATTON, WILLIAM BENBOW, Fazakerley, nr Liverpool, Ship Steward. Dec. 11. Killey, Liverpool

HENRY, EDWARD CECIL CHRISTY, Union Club, Pall Mall, Esq. Dec. 15. Ash, Bellaghy

HOBSON, HENRY, Croft, York, Schoolmaster. Dec. 19. Hett, Darlington

HORNBLOWER, CHARLES, Birmingham, Works Manager. Nov. 13. Foster, Birmingham

HUNTINGTON, CHARLES, Manchester, Joiner. Dec. 24. Wainwright and Mason, Wakefield

IBBERSON, MARY, Chatteris, Isle of Ely, Cambridge. Dec. 4. Harold Ruston, Chatteris

LAW, AUGUSTUS, Woburn pl, Russell sq, Surgeon. Dec. 15. Tathams and Pym, Frederick's pl, Old Jewry

LEEVSON, JOHN EDWARD, Captain, 16th Lancers. Nov. 30. Farrar and Co, Lincoln's inn Fields

LEWIS, SARAH, Charlotte st, Caledonian rd. Dec. 26. Cronin, Southa mpton st, Bloomsbury

MEREDITH, ELLEN NEWBY, Grange over Sands, Lancaster. Dec. 5. Thompson, Kendal

MOSS, ELLEN, Sandbach, Chester. Dec. 13. Thompson, Sandbach

MOZLEY, MARY, Bingley, York. Dec. 10. Weatherhead and Burr, Bingley

MUSPRATT, JAMES RANDALL, Wandsworth Common. Oct. 31. Muspratt and Campal, care of Banton and Co, Budge row

PLANT, FRANCIS EDWARD, Catherine cottages, Kensington, Riding Master. Dec. 5. Tempany, Bedford row

SHARMAN, ABRAHAM, Sheffield, Grocer. Jan 28. Rodgers and Co, Sheffield

SHORTER, JOHN, Oakfield, Forest hill, Merchant. Dec. 5. Rivington and Son, Fenchurch st

SMITHIES, JAMES, Bradford, York, Grocer. Nov. 23. Gardiner and Jeffrey, Bradford

STINSTON, WILLIAM, Zoar Cottage, Grosvenor rd. Jan. 1. Hunt and Co, Bristol

THOM, ANDREW, Burton on Trent, Brewer's Manager. Dec. 1. Taylor, Burton on Trent

TISSOT, CAMILLE FRANCOIS BAPTISTIN, Hart st, Bloomsbury, Florist. Dec. 5. Bolton and Mote, Gray's inn sq

WILLIAMS, JOSEPH, Amesbury, Wilts, Gent. Nov. 14. Whatman and Co, Salisbury

WILTON, MARY, Camborne, Cornwall. Nov. 24. Daniel and Thomas, Camborne

YOUNG, EMMA, Amersham rd, New Cross. Nov. 30. Hardisty and Co

YOUNG, THOMAS, High st, Kensington, Bookseller. Nov. 30. Hardisty and Co, Great Marlborough st

[*Gazette*, Oct. 30.]

AKRILL, ELIZABETH, Lincoln, Stonemason. Nov 27. Danby and Son, Lincoln

ANDERTON, JOHN EDWARD, Clitheroe, Lancaster, Solicitor. Dec 1 Wilkinson, Blackburn

AUSTEN, MARY ANNE ELIZA, Croydon, Surrey. Dec 31. Collins and Collins, King William st

BALD, JOHN, Hollanden, nr Tunbridge Wells, Esq. Dec 31. Bates and Co, Liverpool

BRANDRETH, ELINOR, Ormskirk, Lancaster. Dec 1. Hedges and Brandreth, Red Lion sq, Bloomsbury

BROOKS, GEORGE, Herbert villas, Wood Green. Dec 31. Collins and Collins, King William st

BROWN, HUGH, sen, Rickford, Burrington, Somerset, Yeoman. Nov 21. Simmons and Wood, Wrington

CATT, WILLIAM, Sevilland, Clopton, Suffolk, Farmer. Dec 11. Welton, Woodbridge

CHAMP, ROBERT, Mabledon pl, Burton crescent, Gent. Dec 8. Scadding and Bodkin, Gordon st, Gordon sq

COLEMAN, WILLIAM, Acton Green, Gent, Nov 30. Woodbridge and Sons, Clifford's inn

DAVIES, MARY, Woodlands, nr Denbigh. Dec 7. Harry Jones, Denbigh

FLOOR, EDWARD THEODORE, Newcastle upon Tyne, Merchant's Clerk. Dec 1. Alfred Sykes Scott, Newcastle upon Tyne

GERRARD, THOMAS, Appleton in Widnes, Lancaster, Gent. Dec 12. Davies and Co, Warrington

HARDING, THOMAS, Cotesbach, Leicester, Farmer. Dec 11. Watson and Chenner, Lutterworth

HUGGINS, IDEN, Shirley Common, Southampton, Master Mariner. Dec 7. Carr and Martin, Mincing lane

JOYNSON, ANN CATHERINE, St Mary Cray, Kent. Nov 32. May and Co, Adelaide pl, London Bridge

KING, JOHN, Mohill, Leitrim. Nov 30. Capron and Co, Savile st, Conduit st

LEON, EDWARD MICHOLLS, Princes sq, Bayswater. Jan 1. Simpson and Cullingford, Gracechurch st

LEWIS, SARAH, Charlotte st, Caledonian rd. Dec 26. Cronin, Southampton st, Bloomsbury

NORMAN, RICHARD ROBERT BOWRES, Gt Yarmouth, Surgeon. Nov 30. Miller and Co, Norwich

PARKINSON, WILLIAM PICKERING, York, Solicitor. Feb 1. Crumbie, York

POULTON, JANE, Beaconsfield villas, Ealing. Feb 1. Whitakers and Woolbert, Lincoln's inn fields

PROCTER, THOMAS, West Bromwich, Stafford, Gent. Dec 1. Caddick, West Bromwich

ROSE, Right Hon HUGH HENRY, Baron Strathnairn, Berkeley sq. Dec 31. Frere and Co, Lincoln's inn fields

ROSENTHALL, ELIZABETH. Bayswater. Dec 5. Harris, Coleman st

SCHWAB, Madame ELIZABETH, Gt Portland st. Dec 1. Baker and Co, Cannon st

SCHWEITZER, EDWARD GUSTAVUS, Westbourne pk, Esq. Dec 20. Wickings Smith and Son, Lincoln's inn fields

SCOTT, FREDERICK, Rochford, Essex, Grocer. Dec 19. Wood and Son, Rochford

STARLING, WILLIAM HENRY MARKBY, Blakeney, Norfolk, Merchant. Nov 28. Loynes, Wells

SWINBANK, JONATHAN, York, Gent. Nov 30. Noble, York

WILLIAMS, Rev DAVID, Newmarket, Flint, Clerk. Nov 21. Davies Roberts, Rhyl

[*Gazette*, Nov. 3.]

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

LOWREY.—Nov. 2, at 16, Brunswick-gardens, Kensington, the wife of Francis Lowrey, barrister-at-law, of a son.

VEASEY.—Oct. 25, at Baldock, Herts, the wife of Charles James Veasey, solicitor, of a son.

MARRIAGE.

JOHNSON—BOWN.—Oct. 13, at St. John's, Newfoundland, George M. Johnson, jun., barrister-at-law, to Annie Elizabeth Eleanor, daughter of the late Edward Bown, county treasurer, Sydney, Cape Breton.

DEATHS.

ANSDELL.—Nov. 2, at Cowley-house, St. Helen's, John Ansdell, solicitor, late registrar of the St. Helen's County Court, aged 62.

MOSTYN.—Oct. 26, at Downside College, near Bath, Llewellyn W. Mostyn, Esq., solicitor, 36, Grove-end-road, N.W., aged thirty-two.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.

FRIDAY, Oct. 30, 1885.

RECEIVING ORDERS.

Blackburn, Thomas, Church st, Barnsley, Joiner. Barnsley. Pet Oct 28. Ord Oct 28. Exam Dec 17 at 11.30

Blown, Edward James, Deal, Pilot. Canterbury. Pet Oct 26. Ord Oct 26. Exam Nov 13

Brennan, John, Oldham, Lancashire, out of business. Oldham. Pet Oct 15. Ord Oct 26. Exam Nov 10 at 11.30

Bunton, Albert James, Woodford, Essex, Carman. High Court. Pet Oct 28. Ord Oct 28. Exam Dec 2 at 11 at 34, Lincoln's inn fields

Cairns, Adam, Silvertown, Essex, Engineer. High Court. Pet Oct 7. Ord Oct 26. Exam Dec 2 at 11 at 34, Lincoln's inn fields

Clark, John, Wolverhampton, Provision Dealer. Wolverhampton. Pet Oct 26. Ord Oct 26. Exam Nov 16

Cooper, Thomas William, and Alfred Cooper, Amwell st, Clerkenwell, Watch Manufacturers. High Court. Pet Oct 26. Ord Oct 26. Exam Dec 2 at 11 at 34, Lincoln's inn fields

Cox, Charles, Bodicote, Oxford, Gardener. Banbury. Pet Oct 28. Ord Oct 28. Exam Nov 13

Davies, Samuel, Welshpool, Montgomeryshire, Clothier. Newtown. Pet Oct 14. Ord Oct 28. Exam Nov 12

Field, William, and John Field, Skelmanthorpe, Huddersfield, Fancy Woollen Manufacturers. Huddersfield. Pet Oct 27. Ord Oct 27. Exam Nov 13 at 11

Fooks, William, St John's rd, Upper Holloway, Grocer. High Court. Pet Oct 27. Ord Oct 27. Exam Dec 4 at 11 at 34, Lincoln's inn fields

Gomarsall, Seth, Liverpool, Licensed Victualler. Liverpool. Pet Oct 26. Ord Oct 27. Exam Nov 9 at 11 at Court house, Government bldgs, Victoria st, Liverpool

Gray, John, Maidstone, Builder. Maidstone. Pet Oct 26. Ord Oct 26. Exam Nov 17

Hart, John, Walton, Suffolk, Plumber. Ipswich. Pet Oct 24. Ord Oct 24. Exam Nov 19 at 11

Henton, John, Aberdare, Tailor. Aberdare. Pet Oct 28. Ord Oct 28. Exam Nov 16 at 10.30 at Temperance Hall, Aberdare

Hodge, Cyrus Bryant, Barnstaple, Tailor. Barnstaple. Pet Oct 26. Ord Oct 26. Exam Nov 6 at 2 at Bridge Hall, Barnstaple

Huggins, Annie Jane Witherington, New Bond st, Milliner. High Court. Pet Oct 23. Ord Oct 27. Exam Dec 4 at 11 at 34, Lincoln's inn fields

Huggins, Roger, Lidford Village, Devon, Mason. East Stonehouse. Pet Oct 27. Ord Oct 27. Exam Nov 18 at 12

Hughes, Thomas, Salop, Maltster. Shrewsbury. Pet Oct 27. Ord Oct 27. Exam Nov 17 at 12.30 at Shirehall, Shrewsbury

Johnson, William, Beverley, Yorks, Grocer. Kingston upon Hull. Pet Oct 28. Ord Oct 28. Exam Nov 23 at 2 at Court house, Townhall, Hull

Kleinheinz, Charles, Market pl, High rd, Lower Tottenham, Baker. Edmonton. Pet Oct 26. Ord Oct 26. Exam Nov 24 at 1 at Court house, Edmonton

Knights, Joseph, Junction rd, Holloway, Licensed Victualler. High Court. Pet Oct 27. Ord Oct 28. Exam Dec 3 at 11 at 34, Lincoln's inn fields

Lloyd, John, Gloucester, Grocer. Gloucester. Pet Oct 27. Ord Oct 27. Exam Dec 1

Michell, George E., Eardsley crescent, Earl's court, no occupation, High Court. Pet Sept 18. Ord Oct 27. Exam Dec 3 at 11 at 34, Lincoln's inn fields

Osborn, William Philip, The Pavement, Clapham common, Hair Dresser. Wandsworth. Pet Oct 27. Ord Oct 27. Exam Dec 3

Parslow, Edward, Taunton, Jobbing Gardener. Taunton. Pet Oct 26. Ord Oct 26. Exam Dec 3 at 2 at Guildhall, Taunton

Pennock, William Henry, Scarborough, Baker. Scarborough. Pet Oct 28. Ord Oct 28. Exam Nov 24 at 12
Richardson, Thomas, Hensingham, Cumberland, House Painter. Whitehaven. Pet Oct 26. Ord Oct 26. Exam Nov 16 at 12
Roe, William, Brighton, Professor of Music. Brighton. Pet Oct 26. Ord Oct 26. Exam Nov 19 at 12
Smurthwaite, Richard, Gloucester, Grocer. Gloucester. Pet Oct 28. Ord Oct 28. Exam Dec 1
Thorpe, John, Friday st, Lace Manufacturer. High Court. Pet Oct 27. Ord Oct 27. Exam Dec 1 at 11 at 34, Lincoln's inn fields
Vogt, Gustav, Grove, Hammersmith, Merchant. High Court. Pet Oct 28. Ord Oct 28. Exam Dec 8 at 11 at 34, Lincoln's inn fields
Wallis, John George, Brighton, Ironmonger. Brighton. Pet Oct 27. Ord Oct 27. Exam Nov 19 at 12
Williams, John Hood, Haverfordwest, Watchmaker. Pembroke Dock. Pet Oct 27. Ord Oct 28. Exam Nov 4 at 1 at Temperance Hall, Pembroke Dock
Wilson, William, West Brighton, Provision Dealer. Brighton. Pet Oct 26. Ord Oct 28. Exam Nov 19 at 12
Worgent, Thomas, Pontypool, Mon, Timber Merchant. Newport, Mon. Pet Oct 26. Ord Oct 26. Exam Nov 9 at 11

FIRST MEETINGS.

Batty, Thomas, Sheffield, Grocer. Nov 9 at 10.30. Official Receiver, Figtree lane, Sheffield
Blown, Eward James, Deal, Pilot. Nov 6 at 3. 32, St. George's street, Canterbury
Brenman, John, Oldham, Lancashire, out of business. Nov 9 at 3. Official Receiver, Priory chbrs, Union st, Oldham
Bush, John Frederick, Nottingham, out of business, Nov 6 at 12. Official Receiver, 1, High pavement, Nottingham
Cartwright, Thomas, Birmingham, Black Ornament Manufacturer. Nov 9 at 3. Official Receiver, Birmingham
Clark, John, Wolverhampton, Povision Dealer. Nov 9 at 12. Official Receiver, St. Peter's close, Wolverhampton
Cook, Henry Hatt, William Satchell Cook, and Henry Hepworth, Liversedge, Yorkshire, Woollen Manufacturers. Nov 6 at 3. Station Hotel, Batley, Yorkshire
Cooper, Edward Quilter, Easthorpe, Essex, Farmer. Nov 7 at 11. Townhall, Colchester
Davies, David, Llanguynyfon, Cardiganshire, Farm Labourer. Nov 6 at 12.45. County Court Office, Aberystwith
Featherstone, John, Monkwell st, Manufacturer. Nov 11 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Field, William, and John Field, Skelmanthorpe, Yorks, Fancy Woollen Manufacturers. Nov 10 at 3. Official Receiver, Huddersfield, Yorkshire
Fisher, Edward, Uphill, nr Folkestone, Grocer. Nov 6 at 2. 32, St. George's st, Canterbury
Forryan, Robert, Littlethorpe, Leicestershire, Baker. Nov 6 at 3. Official Receiver, 28, Friar lane, Leicester
France, Walter, Huddersfield, Farmer. Nov 7 at 11. Official Receiver, New st, Huddersfield, Yorkshire
Garnett, William Stawell, Liverpool, Cattle Salesman. Nov 10 at 3. Official Receiver, 35, Victoria st, Liverpool
Gilroy, Susan, King's rd, South Horney, Manufacturer of Costumes. Nov 11 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Gray, John, Maidstone, Builder. Nov 7 at 3.15. Official Receiver, Week st, Maidstone
Hart, John, Walton, Suffolk, Plumber. Nov 6 at 12. Official Receiver, 2, Westgate st, Ipswich
Hodge, Cyrus Bryant, Barnstaple, Tailor. Nov 6 at 10.30. George Otton, Strand, Barnstaple
Huggins, Roger, Lidford Village, Devonshire, Mason. Nov 10 at 3. Official Receiver, 18, Frankfort st, Plymouth
Jones, Thomas Richard, Penygroes, Carnarvonshire, Timber Merchant. Nov 9 at 1. Royal Hotel, Carnarvon
Lorton, Lewis, Cranfield, Bedford, Farmer. Nov 6 at 10. 8, St Paul's square, Bedford
Osborn, Richard, Fenchurch st, Surveyor. Nov 11 at 11. 33, Carey st, Lincoln's inn
Page, John, Victoria rd, Surbiton, Upholsterer. Nov 6 at 11. Official Receiver, 28, 29, St Swithin's lane
Parslow, Edward, Taunton, Jobbing Gardener. Nov 7 at 11. Official Receiver, 9, Middle st, Taunton
Richardson, Thomas, Hensingham, Cumberland, House Painter. Nov 9 at 12. Official Receiver, 67, Duke st, Whitehaven
Robertson, Violet Duncan, Cambridge pl, Lodging house Keeper. Nov 11 at 2. 33, Carey st, Lincoln's inn
Roe, William, Brighton. Professor of Music. Nov 9 at 12. Official Reciver, 39, Bond st, Brighton
Thompson, Simeon, Hoxton st, Hoxton, Cheesemonger. Nov 11 at 12. 33, Carey st, Lincoln's inn
Trew, Charles Henry, Strand, Licensed Victualler. Nov 6 at 12. 33, Carey st, Lincoln's inn
Vause, John, Knottingley, Yorkshire, Saddler. Nov 6 at 12. Official Receiver, Southgate chbrs, Southgate, Wakefield
Wallis, John George, Brighton, Ironmonger. Nov 10 at 12. Official Receiver, 39, Bond st, Brighton
Webb, Henry Thomas, and William Adkin Douthwaite, New Bridge st, Blackfriars, Paper Merchants. Nov 11 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Williams, Hugh, Llanrhyddlad, Anglesey, Draper. Nov 6 at 2. Official Receiver, Crypt chbrs, Chester
Williams, Thomas, Liverpool, Wheelwright. Nov 9 at 3. Official Receiver, 35, Victoria st, Liverpool
Wilson, William, West Brighton, Provision Dealer. Nov 9 at 3. Official Receiver, 39, Bond st, Brighton
Worgent, Thomas, Pontypool, Timber Merchant. Nov 9 at 12. Official Receiver, 12, Tredegar pl, Newport

The following amended notice is substituted for that published in the London Gazette of Oct 23.

Townshend, Charles Thornton, Broadstairs, no occupation. Nov 7 at 11.30. Bankruptcy bldgs, Lincoln's inn

ADJUDICATIONS.

Alderwick, George, Haverfordwest, Boot Maker. Pembroke Dock. Pet Oct 5. Ord Oct 27
Booker, William Gerring, Inglesham, Wilts, Farmer. Swindon. Pet Sept 30. Ord Oct 26
Calman, Albert, Aldersgate st, Furrier. High Court. Pet Oct 7. Ord Oct 27
Carter, Alfred, Snitterfield, nr Stratford on Avon, Coal Dealer. Warwick. Pet Aug 6. Ord Oct 27
Clark, John, Wolverhampton, Provision Dealer. Wolverhampton. Pet Oct 26. Ord Oct 27
Cooper, William David, Sheffield, Musical Instrument Dealer. Sheffield. Pet Oct 7. Ord Oct 27
Davies, David, Swansea, Licensed Victualler. Swansea. Pet Sept 30. Ord Oct 26
Dipper, Caleb, Newbold on Avon, nr Rugby, Nurseryman. Coventry. Pet Sept 22. Ord Oct 23
Evans, Daniel, Resolven, nr Neath, General Dealer. Neath. Pet Oct 5. Ord Oct 26
Field, William, and John Field, Skelmanthorpe, Huddersfield, Fancy Woollen Manufacturers. Huddersfield. Pet Oct 27. Ord Oct 27
Gladwell, Alfred, Colchester, Builder. Colchester. Pet Sept 21. Ord Oct 26
Gregory, George Arthur, and Thomas Wyatt, Swansea, Jewellers. Swansea. Pet Oct 5. Ord Oct 28
Hamilton, William Cowey, Chester le Street, Durham, Mineral Water Manufacturer. Durham. Pet Oct 5. Ord Oct 27
Hart, John, Walton, Suffolk, Plumber. Ipswich. Pet Oct 24. Ord Oct 27
Henderson, John, Gateshead, Durham, Grocer. Newcastle on Tyne. Pet Oct 12 Ord Oct 26
Henton, John, Aberdare, Tailor. Aberdare. Pet Oct 28. Ord Oct 28
Huggins, Annie Jane Witherington, New Bond st, Milliner. High Court. Pet Oct 23. Ord Oct 27
Jeffrey, John George, Macclesfield, Cheshire, Tailor. Macclesfield. Pet Oct 8. Ord Oct 26
Kleinneinz, Charles, Lower Tottenham, Baker. Edmonton. Pet Oct 26. Ord Oct 28
Langdon, Henry, Weston super Mare, out of business. Bridgwater. Pet Oct 15. Ord Oct 28
Licence, John Edward, Dover, Pianoforte Seller. Canterbury. Pet Oct 10. Ord Oct 24
Lloyd, John, Gloucester, Grocer. Gloucester. Pet Oct 27. Ord Oct 27
Martin, Thomas, Great Harwood, Lancashire, Cloth Looker. Blackburn. Pet Sept 24. Ord Oct 28
Mears, George, Wandsworth, House Decorator. Wandsworth. Pet Oct 6. Ord Oct 26
Page, William Henry, Gorleston, Suffolk, Shipwright. Great Yarmouth. Pet Oct 15. Ord Oct 26
Panton, Crosby, Surfleet, Lincolnshire, Farmer. Peterborough. Pet Oct 19. Ord Oct 26
Parslow, Edward, Taunton, Jobbing Gardener. Taunton. Pet Oct 26. Ord Oct 26
Parsons, Fred Alfred, Plymouth, Cardboard Box Manufacturer. East Stonehouse. Pet Oct 14. Ord Oct 26
Payne, Joseph, Studley, Warwickshire, Baker. Warwick. Pet Oct 24. Ord Oct 27
Pell, William Walton, West Norwood-parade, Lower Norwood, Ironmonger. High Court. Pet Sept 17. Ord Oct 27
Richardson, Thomas, Hensingham, Cumberland, House Decorator. Whitehaven. Pet Oct 26. Ord Oct 26
Rosser, Jenkin, Resolven, near Neath, Grocer and Draper. Neath. Pet Ord 12. Ord Oct 28
Smurthwaite, Richard, Gloucester, Grocer. Gloucester. Pet Oct 28. Ord Oct 28
Townshend, Robert, New Swindon, Fancy Dealer. Swindon. Pet Oct 7. Ord Oct 26
Vallance, Henry Fletcher, The Grove, Oamberwell. High Court. Pet Jan 14. Ord Oct 27
Vause, John, Knottingley, Yorkshire, Saddler. Wakefield. Pet Oct 20. Ord Oct 27
Wilcox, William Henry, Southampton st, Confectioneer. High Court. Pet Oct 20. Ord Oct 26
Williams, John, Neath, Glam., Licensed Victualler. Neath. Pet Oct 10. Ord Oct 26
Winter, Francis, Gateshead, Durham, Beer Retailer. Newcastle on Tyne. Pet Oct 24. Ord Oct 27
Worgent, Thomas, Pontypool, Mon., Timber Merchant. Newport, Mon. Pet Oct 26. Ord Oct 27

TUESDAY, Nov. 3, 1885.

RECEIVING ORDERS.

Ainsworth, Henry, Bury, Lancashire, Land Agent. Bolton. Pet Oct 30. Ord Oct 30. Exam Nov 23 at 11
Bell, Robert, Carlisle, Grocer. Carlisle. Pet Oct 30. Ord Oct 30. Exam Nov 12 at 11 at Court house, Carlisle
Bennetts, Richard, Chandown, Grocer. Wells. Pet Oct 28. Ord Oct 29. Exam Nov 10 at 12
Booth, William Stone, Coventry, Warwickshire, Timber Merchant. Coventry. Pet Oct 29. Ord Oct 29. Exam Nov 16
Brookes, David, and Samuel Fraser McKee, Manchester, Sawyers. Manchester. Pet Oct 30. Ord Oct 30. Exam Nov 19
Burron, Richard, and William Holland, Stainland, Yorks, Coal Merchants. Halifax. Pet Oct 31. Ord Oct 31. Exam Nov 16
Caton, Richard, Morecambe, Lancashire, Boot Maker. Preston. Pet Oct 17. Ord Oct 30. Exam Nov 20
Christie, William, Sunderland, Draper. Sunderland. Pet Oct 17. Ord Oct 22. Exam Nov 5
Cockerill, John Thomas, Coventry, Warwickshire, Licensed Victualler. Coventry. Pet Oct 28. Ord Oct 29. Exam Nov 16
Cragg, John Simpson, Lowestoft, Suffolk, Net Manufacturer. Gt. Yarmouth. Pet Oct 31. Ord Oct 31. Exam Nov 16 at 2.30 at Townhall, Gt. Yarmouth
Edwards, Charles James, New Romney, Kent, Builder. Hastings. Pet Oct 28. Ord Oct 29. Exam Nov 23
Edwards, Corbett Chatfield, Falmouth, Cornwall, Patent Agent. East Stonehouse. Pet Oct 26. Ord Oct 31. Exam Nov 30 at 12
Ellington, Henry Ridley, and John Thomas Aldred, Friday st, Warehousemen. High Court. Pet Oct 30. Ord Oct 30. Exam Dec 4 at 11 at 34, Lincoln's inn fields
Elliott, John Read, Birmingham, Builder. Birmingham. Pet Oct 30. Ord Oct 30. Exam Nov 25 at 12
Fleming, Francis Anderson, North rd, Highgate, Corn Dealer. High Court. Pet Oct 23. Ord Oct 30. Exam Dec 4 at 11 at 34, Lincoln's inn fields
Fray, James, Hulton, near Bolton, Lancashire, Farmer. Bolton. Pet Oct 30. Ord Oct 30. Exam Nov 23 at 11
Hampson, Thomas Avison, Everton, near Liverpool, out of business. Liverpool. Pet Oct 28. Ord Oct 29. Exam Nov 12 at 11 at Court House, Government bldgs, Victoria st, Liverpool
Harrison, Owen, Wilcock rd, Wandsworth rd, South Lambeth, Butcher. High Court. Pet Oct 31. Ord Oct 31. Exam Dec 4 at 11 at 34, Lincoln's inn fields
Haslam, Charles Richard, Beaconsfield, Buckinghamshire, Draper. Aylesbury. Pet Oct 29. Ord Oct 29. Exam Dec 9 at 11.30 at County Hall, Aylesbury
Howlett, Charles, Snettisham, Norfolk, Shopkeeper. King's Lynn. Pet Oct 29. Ord Oct 29. Exam Nov 20 at 10.30 at Court house, King's Lynn
Hunter, Thomas Geldert, Worcester, Grocer, Worcester. Pet Oct 30. Ord Oct 30. Exam Nov 13 at 11.30
Leech, Henry John, Newcastle on Tyne, Commission Agent. Newcastle on Tyne. Pet Oct 30. Ord Oct 30. Exam Nov 12
Lees, William, Buxton, Derbyshire, Innkeeper. Stockport. Pet Oct 29. Ord Oct 29. Exam Nov 13 at 12
Leyers, William Hawke, Bradford, Tailor. Bradford. Pet Oct 29. Ord Oct 29. Exam Nov 17
Lewis, Daniel, Tranquil vale, Blackheath, Tobacconist. Greenwich. Pet Oct 30. Ord Oct 30. Exam Nov 20 at 1
Mangles, John, Didsbury, Lancashire, Drysalter. Manchester. Pet Oct 31. Ord Oct 31. Exam Nov 19 at 1
Odell, John, Gould's green, Hillingdon, Market Gardener. Windsor. Pet Oct 29. Ord Oct 29. Exam Nov 25 at 11

Parr, Wolstenholme Gwynne Barton, Newcastle on Tyne, Oil Merchant. Newcastle on Tyne. Pet Oct 17. Ord Oct 31. Exam Nov 12
Parry, Jane, Penmaenmawr, Carnarvonshire, Licensed Victualler. Bangor. Pet Oct 30. Ord Oct 30. Exam Nov 23
Postlethwaite, William, Carlisle, Draper. Carlisle. Pet Oct 17. Ord Oct 31. Exam Nov 16 at 11 at Court house, Carlisle
Sackville, Arthur, Harpurhey, Manchester, Printer. Manchester. Pet Oct 31. Ord Oct 31. Exam Nov 19 at 1
Smith, Thomas, Pocklington, Yorks, Drillmaster. York. Pet Oct 31. Ord Oct 31. Exam Nov 27 at 10 at Guildhall, York
Sunderland, William, Keighley, Yorks, Joiner. Bradford. Pet Oct 30. Ord Oct 30. Exam Nov 17
Taylor, George, Sunderland, Boot Dealer. Sunderland. Pet Oct 17. Ord Oct 29. Exam Nov 12
Taylor, Robert, Thorpe St Peter, Lincolnshire, Farmer. Boston. Pet Oct 28. Ord Oct 30. Exam Dec 3 at 2
Tyerman Brothers, Middlesborough, Slate Merchants. Stockton on Tees and Middlesborough. Pet Oct 14. Ord Oct 28. Exam Nov 11
Thomas, John, Ossett, Yorks, Rag Merchant. Dewsbury. Pet Oct 29. Ord Oct 29. Exam Dec 1
Thompson, Joseph, Dewsbury, Yorks, out of business. Dewsbury. Pet Oct 29. Ord Oct 29. Exam Dec 1
Walton, William, Islip, Oxfordshire, Farmer. Oxford. Pet Oct 30. Ord Oct 30 Exam Nov 12 at 11
Weedon, George, Gravesend, Shipwright. Rochester. Pet Oct 31. Ord Oct 31. Exam Nov 19 at 2.30
Westmore, James Henry, Ventnor, Isle of Wight, Watchmaker. Newport and Ryde. Pet Oct 27. Ord Oct 27. Exam Nov 4

FIRST MEETINGS.

Atkey, Richmond, Ventnor, I.W., Grocer. Nov 10 at 12.30. Chamber of Commerce, 145, Cheapside
Bell, Robert, Carlisle, Grocer. Nov 12 at 12. Official Receiver, 34, Fisher st, Carlisle
Bennetts, Richard, Clandown, Somersetshire, Grocer. Nov 12 at 3. Official Receiver, Bank chbrs, Bristol
Booth, William Stone, Coventry, Timber Merchant. Nov 12 at 11. Official Receiver, Colmore row, Birmingham
Burron, Richard, and William Holland, Stainland, Yorkshire, Coal Merchants. Nov 12 at 11. Official Receiver, Townhall chbrs, Halifax
Buswell, Harry, Kettering, Baker. Nov 10 at 11. County Court bldgs, Northampton
Caton, Richard, Morecambe, Lancashire, Bootmaker. Nov 11 at 2.30. Queen's Hotel, Morecambe
Christie, William, Sunderland, Draper. Nov 11 at 12. Law Society, 32, John st, Sunderland
Cockerill, John Thomas, Coventry, Licensed Victualler. Nov 10 at 10.15. Official Receiver, 17, Hertford st, Coventry
Conell, William James Baker Graham, Southport, Lancashire, Newspaper Proprietor. Nov 10 at 2. Official Receiver, 35, Victoria st, Liverpool
Cooke, Rueben, The Ridgeway, Enfield, Farmer. Nov 11 at 12. 28 and 29, St Swithin's lane
Cooper, Thomas William, and Alfred Cooper, Amwell st, Clerkenwell, Watch Manufacturers. Nov 13 at 2. 33, Carey st, Lincoln's inn
De Bensuade, Thomas, Park st, Grosvenor sq. Nov 12 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Dewhurst, Thomas, Preston, Lancashire, Farmer. Nov 11 at 10.30, Official Receiver, 14 Chapel st, Preston
Edwards, Charles James, New Romney, Kent, Builder. Nov 10 at 3. Saracen's Head Hotel, Ashford, Kent
Fair, William Burnham, Carrington, Nottingham, out of business. Nov 10 at 12. Bankruptcy buildings, Portugal st, Lincoln's inn fields
Henton, John, Aberdare, Glamorganshire, Tailor. Nov 11 at 12. Official Receiver, Merthyr Tydfil
Huggins, Annie Jane Witherington, New Bond st, Milliner. Nov 11 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Hunter, Thomas Geldert, Worcester, Grocer. Nov 13 at 11.30. Official Receiver Worcester
Johnson, William, Beverley, Yorks, Grocer. Nov 10 at 11. Hull Incorporated, Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Kleinheinz, Charles, Market pl, High rd, Lower Tottenham, Baker. Nov 12 at 11. Official Receiver, 28 and 29, St Swithin's lane
Leech, Henry John, Newcastle on Tyne, Commission Agent. Nov 12 at 2.30. Official Receiver, Pink lane, Newcastle on Tyne
Levers, William Hawke, Bradford, Tailor. Nov 12 at 10.30. Official Receiver, 31, Manor row, Bradford
Lloyd, John, Gloucester, Grocer. Nov 10 at 3. Official Receiver, 15, King st, Gloucester
Maybury, Alfred, Aston, nr Birmingham, Tobacconist. Nov 13 at 3. Official Receiver, Birmingham
Needle, Sophia, Tranquil terr, Ealing, Licensed Victualler. Nov 11 at 1. 28 and 29, St. Swithin's lane
Parr, Wolstenholme Gwynne Barton, Newcastle on Tyne, Oil Merchant. Nov 21 at 11. Official Receiver, Pink lane, Newcastle on Tyne
Payne, Joseph, Studley, Warwickshire, Baker. Nov 10 at 2.30. Mr. E. C. Browning, Solicitor, Redditch
Pearse, Armine W., East Molesey, Surrey, Gent. Nov 13 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Postlethwaite, William, Carlisle, Draper. Nov 16 at 12. Official Receiver, 34, Fisher st, Carlisle
Smurthwaite, Richard, Gloucester, Grocer. Nov 10 at 4. Official Reciver, 15, King st, Gloucester
Snowden, James, West Green rd, Tottenham, Grocer. Nov 11 at 11. 28 and 29, St. Swithin's lane
Sunderland, William, Keighley, Joiner. Nov 12 at 12. Official Receiver, 31, Manor row, Bradford
Waldie, Robert, Stockton on Tees, Innkeeper. Nov 10 at 11. Official Receiver, 8, Albert rd, Middlesborough
Weedon, George, Gravesend, Shipwright. Nov 14 at 11.30. Official Receiver, Eastgate, Rochester
Westmore, James Henry, Ventnor, Isle of Wight, Watchmaker. Nov 10 at 3. Chamber of Commerce, 145, Cheapside
Willmott, Thomas, Avenue rd, Southgate, Builder. Nov 12 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Wolfe, George Henry, Shirland rd, Paddington, Coach Builder. Nov 13 at 12. 33, Carey st, Lincoln's inn
Wormald, David, jun, Talfourd rd, Camberwell, Gentleman. Nov 12 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Wormold, Walter G., Fentiman rd, South Lambeth, Builder. Nov 13 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

ADJUDICATIONS.

Bell, Robert, Carlisle, Grocer. Carlisle. Pet Oct 30. Ord Oct 31
Bertram, Edward Ethelbert, Gt James st, Bedford row, Commission Agent. High Court. Pet Dec 15. Ord Feb 25
Bissell, Thomas, Cranham rd, South Bermondsey, Gun Manufacturer. High Court. Pet Sept 23. Ord Oct 30.
Brookes, David, and Samuel Fraser McKee, Manchester, Sawyers. Manchester. Pet Oct 20. Ord Oct 20
Croager, Thomas Henry, Gt College st, Camden Town, Firewood Merchant. High Court. Pet Aug 27. Ord Oct 30
Eley, George, Blucher st, Barnsley, late Shopkeeper. Barnsley. Pet Oct 7. Ord Oct 30
Enticknap, Thomas Henry, Wrecclesham, Farnham, Builder. Guildford and Godalming. Pet Oct 23. Ord Oct 27
Fair, William Burnham, Carrington, Nottingham, out of business. Nottingham Pet Oct 24. Ord Oct 29
Hackney, Frederick, Wolstanton, Staffordshire, Potter's Colour Mixer. Hanley, Burslem, and Tunstall. Pet Oct 20. Ord Oct 30
Hampson, Thomas Avison, North Everton, nr Liverpool, out of business. Liverpool. Pet Oct 28. Ord Oct 29
Hodkinson, Henry, Coventry, Art Metal Worker. Coventry. Pet Sept 30. Ord Oct 31
Holway, George, Swansea, Baker. Swansea. Pet Oct 15. Ord Oct 31
Howland, William, Syminge, Kent, Farmer. Canterbury. Pet Oct 10. Ord Oct 30
Jenkins, David, Swansea, Quarryman. Swansea. Pet Oct 13. Ord Oct 31
Jumenaux, Benjamin, Ambleside, Westmoreland, Surgeon. Kendal. Pet Oct 14. Ord Oct 31
Leach, Henry John, Newcastle on Tyne, Commission Agent. Newcastle on Tyne. Pet Oct 30. Ord Oct 31
Levers, William Hawke, Bradford, Tailor. Bradford. Pet Oct 29. Ord Oct 29
Mangles, John, Didsbury, Lancashire, Drysalter. Manchester. Pet Oct 31. Ord Oct 31
Millington, Thomas Alexander, Commercial st, Lead Merchant. High Court. Pet Feb 2. Ord Oct 30
Parr, Wolstenholme Gwynne Barton, Newcastle on Tyne, Oil Merchant. Newcastle on Tyne. Pet Oct 17. Ord Oct 31
Sackville, Arthur, Harpurhey, Manchester, Printer. Manchester. Pet Oct 31. Ord Oct 31
Smith, John, Sheffield rd, Barnsley, Clogger. Barnsley, Pet Oct 3. Ord Oct 30
Stevenson, Robert, Ross, Herefordshire, Farmer. Hereford. Pet Oct 1. Ord Oct 31
Tyler, William Henry, Worcester, Bootmaker. Worcester. Pet Oct 15. Ord Oct 29
Thomas, John, Ossett, Yorks, Rag Merchant. Dewsbury. Pet Oct 29. Ord Oct 31
Weedon, George, Gravesend. Shipwright. Rochester. Pet Oct 31. Ord Oct 31
Wilson, Elizabeth, North Shields, Northumberland, Shipowner. Newcastle on Tyne. Pet Sept 24. Ord Oct 30
Wilson, William, West Brighton, Provision Dealer. Brighton. Pet Oct 21. Ord Oct 31
Willmott, Thomas, Avenue rd, Southgate, Builder. High Court. Pet Sept 15. Ord Oct 30

COMPOSITION ANNULED.

Millington, Thomas Alexander, Commercial st, Lead Merchant. High Court. Appr of Comp June 18. Annuled Oct 30

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s.; Country, 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.*

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